1. Town Council Regular Meeting - Agenda
   Documents:
   
   2018_04-24_CC_RG_AG.PDF

2. Town Council Regular Meeting - Packet
   Documents:
   
   2018_04-24_CC_RG_PK.PDF

3. Cooperative Purchase Agreement - Bingham Equipment Company
   Documents:
   
   2302_PBA BINGHAM 3236175 FULL VERSION.PDF
Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
TUESDAY, APRIL 24, 2018
6:00 P.M.

Council Chambers
202 N. State Route 89
Chino Valley, Arizona

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS
   a. Presentation of Outstanding Citizen Awards to Jayden Kennedy and Strad Beazen for going above and beyond normal civic responsibility by assisting the Chino Valley Police Department in apprehending a shoplifting suspect actively attempting to flee from pursuing officers. (Chuck Wynn, Police Chief)
   b. Presentation of Commendation to Officer Fernando Silva and Officer Justin Angel for performance above and beyond the call of duty by saving the life of a community member on March 2, 2018. (Chuck Wynn, Police Chief)

3. CALL TO THE PUBLIC

   Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

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   Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.
5.  CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

a. Status reports by Mayor and Council regarding current events.

b. Status report by Town Manager Cecilia Grittman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

c. Recognition of Town Council, commission, board, and committee members, and other Town volunteers. (Mayor Darryl Croft)

d. Quarterly status report on residential and commercial building permits, code compliance matters, and UDO rewrite. (Jason Sanks, Development Services Director)

6.  CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

a. Consideration and possible action to waive the bidding requirements and approve purchase of a New Holland TS6-110 Tractor with Mower Attachments from Bingham Equipment in an amount not to exceed $114,319.88, pursuant to a cooperative purchase bid by the State of Arizona Contract ADSP-016 035801. (Frank Marbury, Public Works Director/Town Engineer)

b. Consideration and possible action to approve an extension with Lexington Law firm for Prosecutorial Services through June 30, 2020 in the amount of $3,250.00 per month. (Cecilia Grittman, Town Manager)

c. Consideration and possible action to approve Addendum No. 1 to Contract for Legal Services effective July 1, 2018 between the Town of Chino Valley and Gust Rosenfeld, PLC. (Cecilia Grittman, Town Manager)

d. Consideration and possible action to accept the March 27, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

e. Consideration and possible action to accept the April 4, 2018 study session minutes. (Jami Lewis, Town Clerk)
7. **ACTION ITEMS**

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a. Consideration and possible action to:
   (i) Hold a public hearing regarding the proposed changes to the Town's admission fees for the Chino Valley Aquatic Center.
   (ii) Approve Resolution No. 18-1115 increasing the Town's admission fees, effective May 24, 2018. (Scott Bruner, Community Services Director)

   **Recommended Action:**
   (i) Hold a public hearing regarding the proposed changes to the Town's admission fees for the Chino Valley Aquatic Center.
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b. Consideration and possible action to approve a Conditional Use Permit (CUP 18-002) for approximately 2.82 acres of real property generally located 274 feet north of the northwest corner of West Road 3 North and State Route 89 at 2062 North State Route 89 to allow the installation and replacement of an electronic sign in the CL (Commercial Light) zoning district. (Owner: St. Catherine Laboure Church) (Jason Sanks, Development Services Director)

   **Recommended Action:** Approve Conditional Use Permit (CUP 18-002) for approximately 2.82 acres of real property located at 6062 North State Route 89 to permit the proposed electronic sign in the CL (Commercial Light) zoning district, subject to the conditions recommended by staff.

c. Consideration and possible action to approve Ordinance No. 18-844 rezoning approximately 44 acres of real property generally located on the northeast corner of North Road 1 East and East Perkinsville Road at 1204 East Perkinsville Road, from AR-5 (Agricultural Residential-5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential-7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development Overlay zoning district to modify the SR-0.16 zoning district development standards. (Jason Sanks, Development Service Director)

   **Recommended Action:** Approve Ordinance No. 18-844 rezoning approximately 44 acres of real property generally located on the northeast corner of North Road 1 East and East Perkinsville Road at 1204 East Perkinsville Road, from AR-5 (Agricultural Residential-5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential-7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development Overlay zoning district subject to the conditions recommended by staff.
Consideration and possible action to approve Ordinance No. 18-845 rezoning approximately 2.5 acres of real property located east of the corner of Staley Lane and Durham Drive at 3845 Durham Drive, from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district. (Alex Lerma, Associate Planner)

Recommended Action: Approve Ordinance No. 18-845 rezoning approximately 2.5 acres of real property located at 3845 Durham Drive from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district.

8. EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

a. An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the acquisition of a portion of the Prescott water system and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider the Town’s position and instruct the Town Attorney regarding the Town's position regarding a contract with the City of Prescott related to the Town purchasing a portion of its water distribution system that is the subject of negotiations. (Cecilia Grittman, Town Manager)

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After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 19th day of April, 2018.

By: Jami C. Lewis, Town Clerk

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Jami C. Lewis, Town Clerk
AGENDA ITEM TITLE:
Recognition of Town Council, commission, board, and committee members, and other Town volunteers.
(Mayor Darryl Croft)

SITUATION & ANALYSIS:
Mayor Croft will read a letter addressed to Town Councilmembers, Boards and Commissions members, and other Town volunteers, acknowledging their service to the community and announcing the May 10, 2018 volunteer reception to be held at the Senior Center.

Attachments
Letter to Volunteers
April 16, 2018

Dear Town Council Members, Town Boards and Commissions members, and Volunteers for the Town,

As we observe National Volunteer Week, April 15 through 21, 2018, on behalf of the Town of Chino Valley, I want to express great appreciation to each of you for your efforts for the Town throughout the year. To thank you adequately is just impossible.

To our Council members, Board and Commission members and volunteers, you each choose to spend hours of your own time in many capacities, serving at various levels for the Town, sacrificing your personal time for the greater good of our community. Each of you has selflessly chosen to donate your own time for the betterment of others, placing the needs of others above your own. An individual’s time is a precious commodity and once it is gone, it cannot be replaced. The Town is grateful for your sacrifice and dedication. Given the many needs facing our communities – and the fiscal constraints facing government at all levels – volunteerism helps communities to meet their needs. I am proud to join in this nationwide salute that will highlight the importance of citizen engagement, recognize the dedication of community volunteers, and inspire more residents to get involved in their communities.

Please know that through your efforts, each of you have made the Town of Chino Valley a better place to live, raise our families, work, and retire. We look forward to honoring you at the upcoming Volunteer Appreciation reception which will be held Thursday, May 10, 2018, 3 to 4 p.m. at the Chino Valley Sr. Center.

Sincerely,

Mayor Darryl Croft
Town of Chino Valley

DC/lb
AGENDA ITEM TITLE:
Consideration and possible action to waive the bidding requirements and purchase a New Holland TS6-110 Tractor with Mower Attachments using cooperative purchase agreements with the Arizona State Bid List.

RECOMMENDED ACTION:
Staff recommends to waive the bidding requirements and approve the following cooperative purchases and agreements:

1. From Bingham Equipment, a New Holland TS6-110 Tractor with Mowers for a total amount not to exceed $114,319.88 pursuant to a cooperative purchase bid by State of Arizona Contract ADSP-016 035801.

SITUATION AND ANALYSIS:
Summary of Issues and Staff Rationale
Council approved the purchase of a John Deere Tractor with Mowers on Feb 13, 2018 for a total of $120,075.21. Subsequently, the dealer was unable to deliver the equipment before July 1, 2018. A similar tractor was located in stock at Bingham Equipment that met or exceeded the specifications of the State of Arizona purchase bid. It generally met similar specifications in order to use the same size mower decks. As this unit is in stock, delivery times are not a problem. The purchase of the John Deere Tractor will be cancelled in favor of the New Holland Tractor.

Other Pertinent Documents Available Upon Request:
View the full version of the cooperative purchasing agreement at www.chinoaz.net/AgendaCenter and open the April 24, 2018 agenda.

Fiscal Impact
Fiscal Impact?: Yes
If Yes, Budget Code: Various
Available: $114,319.88

Funding Source:
Equipment will be purchased using the Lease Purchase Line of Credit approved this fiscal year.

Attachments

CPA Bingham 3236175
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BINGHAM EQUIPMENT COMPANY

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of April 24, 2018, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Bingham Equipment Company, an Arizona corporation (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (“Arizona”) entered into Contract No. ADSPO13-035801, dated November 8, 2012 (the “Arizona Contract”), as amended, with the Vendor for the purchase of landscape and utility vehicles, trailers and equipment. A copy of the Arizona Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such equipment under the Arizona Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the Arizona Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Arizona Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with equipment, as more particularly set forth in Section 2 below, and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the equipment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 7, 2019 (the “Term”), unless terminated as otherwise provided in this Agreement or the Arizona Contract.

2. Scope of Work. Vendor shall provide to the Town the Holland tractor and related accessories (the “Equipment”) under the terms and conditions of the Arizona Contract and in the configuration set forth in the Quotation attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Equipment is subject to final inspection and acceptance by the Town. Equipment failing to conform to the requirements of this Agreement
and/or the Arizona Contract will be held at the Vendor’s risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Equipment, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Equipment into compliance and withhold the cost of same from any payments due to the Vendor.

4. **Compensation.** The Town shall pay Vendor an amount not to exceed $114,319.88 for the Equipment at the unit rates set forth in the Arizona Contract and as more particularly set forth in the Quotation.

5. **Payments.** The Town shall pay the Vendor upon delivery and acceptance of the Equipment and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the Arizona Contract and (ii) document the Equipment delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the Arizona Contract will be subject to rejection and may be returned.

6. **Records and Audit Rights.** To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, Vendor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. **E-verify Requirements.** To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). Vendor’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. **Israel.** Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
9. **Conflict of Interest.** This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. **Applicable Law; Venue.** This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. **Agreement Subject to Appropriation.** The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then-current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Agreement pursuant to this section.

12. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Arizona Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Arizona Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Arizona Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. **Rights and Privileges.** To the extent provided under the Arizona Contract, the Town shall be afforded all of the rights and privileges afforded to Arizona and shall be the “State” (as defined in the Arizona Contract) for the purposes of the portions of the Arizona Contract that are incorporated herein by reference.

14. **Indemnification; Insurance.** In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Arizona to the extent provided under the Arizona Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the
Town under this Agreement including, but not limited to, the Vendor’s obligation to provide the
indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold
harmless the Town and each council member, officer, employee or agent thereof (the Town and
any such person being herein called an “Indemnified Party”), for, from and against any and all
losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable
attorneys’ fees, court costs and the costs of appellate proceedings) to which any such
Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”),
insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or
based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in
connection with the work or services of the Vendor, its officers, employees, agents, or any tier of
subcontractor in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted
to be given under this Agreement shall be in writing and shall be deemed to have been duly
given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail,
registered or certified, return receipt requested, to the address set forth below or (C) given to a
recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Vendor: Bingham Equipment Company
10123 East State Route 69
Prescott Valley, Arizona 86314
Attn: General Manager

or at such other address, and to the attention of such other person or officer, as any party may
designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed
received (A) when delivered to the party, (B) three business days after being placed in the U.S.
Mail, properly addressed, with sufficient postage or (C) the following business day after being
given to a recognized overnight delivery service, with the person giving the notice paying all
required charges and instructing the delivery service to deliver on the following business day. If
a copy of a notice is also given to a party’s counsel or other recipient, the provisions above
governing the date on which a notice is deemed to have been received by a party shall mean and
refer to the date on which the party, and not its counsel or other recipient to which a copy of the
notice may be sent, is deemed to have received the notice.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

____________________
Darryl Croft, Mayor

ATTEST:

____________________
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

____________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

BINGHAM EQUIPMENT COMPANY,
an Arizona corporation

By:____________________

Name:____________________

Title:____________________
EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BINGHAM EQUIPMENT COMPANY

[Arizona Contract]

See following pages.
EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BINGHAM EQUIPMENT COMPANY

[Quotation]

See following page.
** Q U O T E **

** EXPIRY DATE: 07/01/2018 **

** Amount **

Stock #: ? Serial #: 67622.76

1 New Holland TS6.110 Cab Tractor
C/2 (90 PTO HP)

TS6.110
Rated PTO HP - 90 A
Rated Engine HP - 110
Rated Engine Speed - @ 2200 rpm
274 cu. in. (4.5L) Displacement
4 Cylinders, Turbocharged
Intercooled Diesel Engine
A-Pillar Exhaust with Integral Muffler

CAB MODEL
ROPS protected, FOPS Certified, flat deck platform with heat and air conditioning, tinted windshield, two LIGHTING: doors with locks, two external mirrors

1 X0255XX Transmission 8F x 8R wPower Shuttle
1 330066 10:1 Creeper
1 390373 2WD Front HD Axle
1 390331 Heavy-Duty Flanged Rear Axle
1 818052 10.00-16 In. 8PR R1 Front Tires For HD Axle
1 8365440 18.4-34 In. 8PR R1 Rear Tires
1 391267 2 Deluxe Rear Remotes w/ Couplers
1 330692 Reverse Alarm
77700-04755 Radio, AM/FM/WB/AUX/USB/IPOD/SATCD/Bluetooth
336923 Air suspension seat w/swivel
With 15 degree swivel
330642 Rear wiper/washer - CAB
392295 Radio 392295
330692 Reverse Alarm

Retail with Frt and Set up
$72532.00

SIGNED X
If other than the purchaser, sign here represents he is an agent of and authorized to sign for purchaser.

STATEMENT CONCERNING WARRANTIES
Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANTABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS".
Customer

Equipment Delivery and Acceptance Check List

1) Limited Warranty: (if applicable) This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship. “Limited” means the warranty is for a specific period of time, and has certain other restrictions. I have received my equipment owner’s manual, have had the safe operation of the equipment explained, and understand it is my responsibility to fully read the operators manual.

Initial: ________

2) Extended Warranty: This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship, for a specific period of time beyond the time period of any basic warranty. This promise may also be that offered by other than the manufacturer of the product. I have had the applicable equipment warranty (if any) explained and understand its conditions and limitations.
I have been offered an Extended Warranty coverage, a copy of which offer is attached and I;

Accept: ________
Decline: ________

3) Property Damage Insurance: This product is the agreement between the named insured and a company providing this insurance in return for the payment of premium for each Notice of Insurance issued under authority of said insurers Master policy to provide coverage for the named insured and the retail purchaser or one involved in extended credit secured by the property described in the security instrument, for property described in the Declarations, subject to the Conditions and Exclusions the Notice of Insurance.
I have been offered Property Damage Insurance coverage, a copy of which offer is attached and I;

Accept: ________
Decline: ________

4) Preventive Service Maintenance Agreement: This product is the agreement of Bingham Equipment Company to perform specific maintenance service functions as prescribed by the manufacturer’s periodic maintenance schedule on the property described in the attached agreement, in return for payment for the services. This agreement is “Limited” which means the agreement is for a specific period of time, and has certain other restrictions.
I have been offered a Service Maintenance policy on the equipment, a copy of which offer is attached and I;

Accept: ________
Decline: ________

5) Revolving Credit Account: This product is the offer to establish a revolving account for the purpose of extending credit to me as the applicant, subject to the provisions of the revolving credit agreement of the lender.
I have been offered either the CNH or Kubota Commercial Revolving account, and I;

Accept: ________
Decline: ________

6) Lo Jack: This product is a silent transmitter security devise which will be attached to a specific piece of equipment, which becomes activated by a routine stolen vehicle police report. Once the Lo Jack is activated the police can begin tracking and potentially recovering the stolen equipment.
I have been offered this product, and I;

Accept: ________
Decline: ________

7) GPS: This product will enable online monitoring of equipment engine hours, equipment location and other reports for routine maintenance, usage and other security needs. The first 3 months of service are included with a website user name and password. At the end of the trial period the user will have the option to continue service at the agreed upon monthly rate or discontinue service.

Accept: ________
Decline: ________
Town of Chino Valley  
1982 Vosf Dr Box 201  
Chino Valley AZ 86323

Sales Quote

<table>
<thead>
<tr>
<th>Description</th>
<th>** Q U O T E **</th>
<th>EXPIRY DATE: 07/01/2018</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stock #: ?</td>
<td>Serial #:</td>
<td></td>
<td>32148.80</td>
</tr>
<tr>
<td>31804950026</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rotary- Extreme Service Extension Arm- Cab</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34802964878</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60&quot; Rotary with Pan, Front and Rear Chain Guards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30002997415</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kubota M5-091/M5-111 Cab/2&amp;4wd Mount Kit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30002963045</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mounting Labor &amp; Oil</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>***NOTE:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Upgrade to Breakaway Extension Arm: Add $3558.60</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Stock #: ?  Serial #: 4792.50

RCR2684 26 SERIES - 84" ROTARY CUTTER
- 01 Front Chain Guards (312-869A)
- 41 Rear Chain Guards (326-931A)
- 11 3 Point with Single 15" Laminated Tire
84": Cat. 2 Std. (QH Adaptable) or Cat. 3 Adaptable
All Welded Deck
Deck Height: 84" is 91/8"
Deck Thickness: 10 Gauge
Side Panels: 1/4"
Gearbox Rating*: 130 HP
Gearbox: 540 RPM, 13/8" - 6 Spline
Gearbox Output Shaft: 2"
Driveline: Cat. 4 with
4 Plate Slip-Clutch
Stump Jumper: 60" - 3/16" x 24" Round
72" - 3/16" x 301/2" Round
84" - 3/16" x 24" x 38" Oval
Blades: Free Swinging High Suction
84"- 1/2" x 4" x 31"
Blade Bolt: Keyed with Hardened

The buyer represents that he owns the above Trade-in equipment free and clear of any encumbrance except that indicated payable to: ____________________________, in the amount of: ____________________________.

SIGNED: ____________________________  SIGNED: ____________________________

If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

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Accept:
Decline:

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Accept:
Decline:
SALE QUOTE

Description: Flat Washer & Lock Nut

- Blade Tip Speed: 84" - 14,369 fpm
- Tailwheel(s): 15" Laminated, with Cast Iron Hub, Tapered Roller Bearings
- Cutting Height: 2" - 12"
- Cutting Capacity: 3"
- Skids: Replaceable

Sale Total: 104564.06
Subtotal: 104564.06
YAVAPAI COUNTY TAX/ PRESCOTT VALLEY CITY: 9755.82
Quote Total: 114319.88

"Pricing in accordance with Arizona State Contract # ADSP-016 035801"

All prices include freight set up and no charge delivery to customer.

**Thank you for the opportunity to provide this CONFIDENTIAL quote.**

Steve Eaton
*Bingham Equipment-Cottonwood/ Prescott Valley
*Kubota/ Bobcat / Land Pride
Customer Sales Representative
928-377-8038
Stephen.Eaton@binghamequipment.com

THANK YOU

The buyer represents that he owns the above trade-in equipment free and clear of any encumbrance except that indicated payable to: ___________________________ in the amount of: ___________________________.

If other than the purchaser, sign below represents he is an agent of and authorized to sign for purchaser.

STATEMENT CONCERNING WARRANTIES

Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS".
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   Accept: _________

   Decline: _________
AGENDA ITEM TITLE:
Consideration and possible action to approve an extension with Lexington Law firm for Prosecutorial Services through 6/30/2020 for a monthly amount of $3,250.00/month.

RECOMMENDED ACTION:
Move to approve an extension with Lexington Law firm for Prosecutorial Services through 6/30/2020 for a monthly amount of $3,250.00/month.

SITUATION AND ANALYSIS:
The Town entered into a contract with Lexington Law Services in 2016 for a 2-year period for prosecutorial services. Their contract expires in July and they have agreed to another 2-year contract with no increase in their monthly fee. This contract will run for a 2 year period from 7/1/2018 through 6/30/2020. After receiving positive feedback from the four users of prosecution services: The paralegal who works with the Prosecutor, the Police Department, the Court staff, and the Code Compliance Officer, it was decided that the Town would like to continue its current relationship with this prosecutor.

Fiscal Impact

<table>
<thead>
<tr>
<th>Fiscal Impact?</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, Budget Code</td>
<td>01-45-5212</td>
</tr>
<tr>
<td>Available</td>
<td>$39,000.00</td>
</tr>
<tr>
<td>Funding Source</td>
<td>Amount is included in the FY 2018/2019 budget</td>
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</tbody>
</table>

Attachments

Prosecutor Contract-First Amendment
FIRST AMENDMENT
TO
TOWN PROSECUTOR CONTRACT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LEXINGTON LAW FIRM

THIS FIRST AMENDMENT TO TOWN PROSECUTOR CONTRACT (this “First Amendment”) is entered into as of April 25, 2018, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Lexington Law Firm (the “Contractor”).

RECITALS

A. The Town and the Contractor entered into a Town Prosecutor Contract, dated July 20, 2016, for Contractor to provide prosecution services for the Town (the “Contract”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Contract.

B. The initial term of the Contract was two years, with the opportunity for the Town to renew for up to five additional two-year periods. The Town desires to extend the Contract for the first two-year renewal period.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Contract. The term of the Contract is hereby extended and shall remain in full force and effect until June 30, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Contract.

2. Effect of Amendment. The Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this First Amendment are forever waived.
4. Conflict of Interest. This First Amendment and the Contract may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY, an Arizona municipal corporation

______________________________
Darryl Croft, Mayor

ATTEST:

______________________________
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

______________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

LEXINGTON LAW FIRM

By: _________________________

Name: _________________________

Title: _________________________
AGENDA ITEM TITLE:
Consideration and possible action to approve Addendum No. 1 to Contract for Legal Services effective 7/1/2018 between the Town of Chino Valley and Gust Rosenfeld, PLC.

RECOMMENDED ACTION:
Move to approve Addendum No. 1 to Contract for Legal Services effective 7/1/2018 between the Town of Chino Valley and Gust Rosenfeld, PLC.

SITUATION AND ANALYSIS:
In March 2013 Council entered into an agreement with Curtis, Goodwin, Sullivan, Udall, and Schwab, PLC for legal services. In January 2016 the contract was assigned to Gust Rosenfeld. The Town has not experienced a fee increase since it's original agreement with the firm in 2013. Gust Rosenfeld is now requesting to increase fees an average of $25/hour per addendum.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-95-5212
Available: 190,000
Funding Source:
The Town is budgeting $190,000 for fiscal year 2018/2019.

Attachments

Legal Services Contract Addendum
Ms. Cecilia Grittman, Town Manager  
Town of Chino Valley  
202 N. State Route 89  
Chino Valley, AZ  86323

Re: Legal Services Contract

Dear Cecilia:

The current general counsel rate for the Town of Chino Valley is $175.00 per hour. We have maintained those hourly rates since 2013. Our fees will increase to $200 per hour effective July 1, 2018. This represents less than a 2% per year increase over the course of the last five years. Please know that the rates for general and special counsel matters set forth below are equal to or significantly less than the firm’s rates for its other municipal clients.

Effective July 1, 2018, we propose the following rates for legal services:

<table>
<thead>
<tr>
<th>Legal Services</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Counsel</td>
<td>$175 per hour</td>
<td>$200 per hour</td>
</tr>
<tr>
<td>Civil Litigation</td>
<td>$185 per hour</td>
<td>$250 per hour</td>
</tr>
<tr>
<td>Water/Utility Matters</td>
<td>$185 per hour</td>
<td>$250 per hour</td>
</tr>
<tr>
<td>Telecommunications Law</td>
<td>$185 per hour</td>
<td>$220 per hour</td>
</tr>
<tr>
<td>Environmental Law</td>
<td>$185 per hour</td>
<td>$361 per hour</td>
</tr>
<tr>
<td>Paralegal services</td>
<td>$125 per hour</td>
<td>$125 per hour</td>
</tr>
</tbody>
</table>

We would appreciate it if you would present this proposed Addendum to the Town Council for its consideration as part of the budgeting process.

We hope that you and the Council will recognize the reasonableness of these hourly rates in light of the quality of the legal services being provided to you and the depth of knowledge our entire firm has in respect to municipal law and issues.

Very truly yours,

Susan D. Goodwin  
For the Firm

SDG/jjj
Enclosure: Addendum
ADDENDUM NO. 1 TO CONTRACT
FOR LEGAL SERVICES

This Addendum to Contract for Legal Services dated this ___ day of __________, 2018, between the Town of Chino Valley and Gust Rosenfeld, PLC, shall amend Paragraph 3 of the Contract for Legal Services between the Town of Chino Valley, Arizona and Gust Rosenfeld, PLC, dated March 26, 2013, which contract was assigned to Gust Rosenfeld, PLC on January 7, 2016.

3. **Compensation**: The Town shall pay to Firm for Services agreed to be rendered by the Firm and its employees under this Agreement as follows:

   - **General Counsel Services**
     - $200.00 per hour for attorneys
     - $125 per hour for paralegal

   - **Civil litigation, except civil litigation relating to water law and public utility law:**
     - $185.00 per hour for attorneys
     - $125.00 per hour for paralegals

   - **Water, utility and natural resources law:**
     - $185.00 per hour for attorneys
     - $125.00 per hour for paralegals

   - **Telecommunications:**
     - $220.00 per hour for attorneys
     - $125.00 per hour for paralegals

   - **Environmental Law:**
     - $361 per hour for attorneys
     - $125.00 per hour for paralegals

   All other provisions of the Contract shall remain the same.
This addendum shall be effective July 1, 2018.

GUST ROSENFELD, PLC.

By ____________________________
Susan D. Goodwin

TOWN OF CHINO VALLEY

By ____________________________
Darryl L. Croft, Mayor

ATTEST:

_____________________________
Jami Lewis, Town Clerk
Town Council Regular Meeting

Meeting Date: 04/24/2018
Contact Person: Jami Lewis, Town Clerk
    Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent

AGENDA ITEM TITLE:
Consideration and possible action to accept the March 27, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Accept the March 27, 2018 regular meeting minutes.

Attachments
March 27, 2018 minutes
The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, March 27, 2018.

Present: Mayor Darryl Croft; Vice-Mayor Lon Turner; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Annie Lane; Councilmember Corey Mendoza; Councilmember Jack Miller

Staff Present: Town Manager Cecilia Grittman; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Public Works Director/Town Engineer Frank Marbury; Development Services Director Jason Sanks; Community Services Director Scott Bruner; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Croft called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) PUBLIC NOTICE: The proposed amendment to the Hawksnest Planned Area Development, located behind Walgreens, to allow 48 single story senior housing units on five of the fifteen acres of multi-family zoning, will not be heard tonight, as the applicant withdrew the application as of March 14, 2018.

Mayor Croft read the public notice.

b) Proclamation acknowledging March 29, 2018 as "National Vietnam War Veterans Day."

Mayor Croft recognized several Vietnam veterans present at the meeting and read the proclamation.


Mayor Croft introduced Vista volunteers Maureen Owen, Sarah Haber, and Annie Reifsnyder, spoke about Arizona Serve and National Service, and read the proclamation. Sarah Haber spoke about AmeriCorps, Vista participants in Yavapai County and in Chino Valley, and the community volunteer program.
CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

Haryashka Knauer, county resident, requested that Council set down item 6a from the consent agenda so he could make a public service announcement. Town Attorney Phyllis Smiley advised that Council could do that, but they could not discuss the matter during Call to the Public.

RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

a) Comments regarding possible construction being done at the Windmill House without a permit or site plan.

Mayor Croft reported that: (i) the comments also included lack of response to a records request and Development Services acknowledged that the speaker had asked for documents related to the Windmill House, but the Town Clerk reported that staff did not have a formal public record request; (ii) the only development activity on this project was a new rezone case recently presented at a Planning and Zoning Commission study session; (iii) no construction or utility line work was found to be occurring; and (iv) Tony Cordovana informed staff via voicemail that they were making some irrigation repairs at the Windmill House lake.

CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

a) Status reports by Mayor and Council regarding current events.

Mayor Croft reported on this week’s Citizen’s Academy session on education.

Councilmember Best reported on the most recent Central Yavapai Metropolitan Planning Organization meeting and the first meeting of the Town’s 50th anniversary committee on April 11.

b) Status report by Town Manager Cecilia Grittman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.
Ms. Grittman reported on:
- The Council strategic planning session on April 4;
- Budget season activities; and
- Employee performance reviews.

6) CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

MOVED by Councilmember Corey Mendoza, seconded by Councilmember Jack Miller to pull item 6a separately.

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Mike Best to approve consent agenda items, except item (a).

Vote: 7 - 0 PASSED - Unanimously

a) Consideration and possible action to waive the bidding requirements and approve a contract with Caterpillar, Inc. through Empire Machinery to purchase a Broce Broom with appurtenances using a cooperative purchase agreement with the City of Tucson, Arizona. (Frank Marbury, Public Works Director/Town Engineer)

Mr. Marbury reported that this bid was for a street sweeper that had been discussed at a previous meeting. He and Town Attorney Smiley explained that state statute provided for cooperative purchasing, which allowed public entities, such as the Town, to not have to go out to bid for items already publicly bid by other entities in the state, which saved money and time by not having to go through bid process. In this case, the City of Tucson went out to bid for several items, and Caterpillar came in as the lowest bidder on this item. It was unlikely that the Town would achieve any lower bid going out to bid itself.

Mayor Croft recessed the meeting at 6:26 p.m. and reconvened it at 6:31 p.m.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Mike Best to approve consent agenda (a).

Vote: 7 - 0 PASSED - Unanimously

b) Consideration and possible action to approve Agreement for Professional Consulting Services between the Town and Chino Valley and Mark Holmes, LLC for the purpose of providing professional water consultation. (Laura Kyriakakis, Human Resources Director)

c) Consideration and possible action to appoint Christeen Meadors to the position of Planning and Zoning Commissioner to fill a vacancy created by the resignation of Claude Baker for the three-year term ending January 31, 2019 and reappoint Welles Geary to the position of Planning and Zoning Commission Alternate for a one-year term ending January 31, 2019. (Council Appointments Subcommittee)
d) Consideration and possible action to accept the February 27, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

e) Consideration and possible action to accept the March 13, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a) Consideration and possible action to:
(i) Hold a public hearing regarding the proposed changes to the Town's water and wastewater rates and waste and wastewater connection fees and service charges;
(ii) Approve Resolution No. 18-1116, increasing the Town's water rates and water and wastewater buy-in fees incrementally over the next five years, effective July 1, 2018, and July 1 of each year thereafter through July 1, 2022; and
(iii) Approve Resolution No. 18-1118, decreasing the Town's wastewater fees, effective July 1, 2018. (Joe Duffy, Finance Director)

Recommended Action:
(i) Hold a public hearing regarding the proposed changes to the Town's water rates and water and wastewater buy-in fees;
(ii) Approve Resolution No. 18-1116, increasing the Town's water rates and water and wastewater buy-in fees incrementally over the next five years, effective July 1, 2018 and July 1 of each year thereafter through July 1, 2022; and
(iii) Approve Resolution No. 18-1118, decreasing the Town's wastewater fees, effective July 1, 2018.

Mr. Duffy reported on:
- **Rate study**: Town officials did not take lightly the effect of utility rates on the citizens, yet the Town had a responsibility to run its utility system like a business and its costs had gone up.
- **Rate change history**: Council adopted utility rate increases in 2013, froze sewer rates in 2015, and modified the rate schedule with regard to multi-family developments in 2017. New rates adopted tonight would be effective on July 1.
- **Rate study review**: The rate study included statistics from the last five years regarding water and wastewater systems current financial condition and projections; water and wastewater buy in fees; number of connections, billing amounts, connections and bill increase percentage rates; net cash income or loss; operating income or loss; and water funds owing to the general fund (GF). It also included rate options for each utility and the outcomes of each option over the next five years; a comparison of rates in Yavapai County; buy in fees and their book values; and proposed buy in increases.
- **Options and recommendation**: Council needed to make sure it was not overpricing the market for building a home. Options for water fees included no increase, 3% increase, and 5% increase. Options for wastewater fees were no increase, 3% increase, and $2.00 or 3% rate decrease. Staff recommended a 3% increase in monthly rates for both utilities; however, Council may desire to decrease wastewater rates, as the Town’s wastewater rates
were the highest in Yavapai County. Staff also recommended increasing buy in fees at 3%.

- **Comparisons:** While the Town’s wastewater rates were the highest in the county, it’s water rates were nearly the lowest, and combined, they were in the middle. The Town’s buy in fees were a little bit on the low end.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to open the public hearing.

**Vote:** 7 - 0 PASSED - Unanimously

Donna Armstrong, resident, spoke about the fees supposing to go down and asked when citizens would get a break.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to close the public hearing.

**Vote:** 7 - 0 PASSED - Unanimously

Council and staff discussed the following in more detail:

- **Comparisons:** There was no advantage or disadvantage to the Town’s rates being in the middle of its neighbors.
- **Rate effects:** 3% increases would allow the water fund to pay back the GF and start accumulating cash for capital expenses.
- **Future steps:** At the end of the five years, staff will do another study and review. Acquiring additional water systems would help keep rates steady and could allow for a reduction in water rates, but Council needed to consider encouraging conservation to reduce the environmental impacts.

Councilmember Lane suggested that Council consider the 5% increase in water rates to offset a possible decrease in the wastewater rate. Town Attorney Smiley advised that Council could not vote on anything higher than 3% without re-advertising the hearing.

Several councilmembers stated that they preferred the 3% increase in water rates and a reduction in wastewater rates.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to approve Resolution No. 18-1116, increasing the Town's water rates and water and wastewater buy-in fees incrementally over the next five years, effective July 1, 2018 and July 1 of each year thereafter through July 1, 2022 at the 3% that is recommended.

**Vote:** 6 - 1 PASSED

NAY: Councilmember Annie Lane

Council asked if they could reduce wastewater rates now and re-evaluate it each year rather than voting on it for five years. Mr. Duffy stated that while a full rate study was not needed every year, staff should review the rate study each year and pass on whatever savings it can to the community.
MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller to approve Resolution No. 18-1118, decreasing the Town's wastewater fees, effective July 1, 2018 by 3%.

**Vote:** 7 - 0 PASSED - Unanimously

b) Consideration and possible action to approve Resolution No. 18-1119, authorizing the acquisition of real property by the Town for Road 1 East right-of-way from Road 3 South to Picacho Boulevard and authorizing and directing the Mayor, Town Manager, and Town Attorney to acquire title to such property on behalf of the Town by donation, eminent domain, or purchase.

(Phyllis Smiley, Town Attorney)

Recommended Action: Approve Resolution No. 18-1119, authorizing the acquisition of real property by the Town for Road 1 East right-of-way from Road 3 South to Picacho Boulevard and authorizing and directing the Mayor, Town Manager, and Town Attorney to acquire title to such property on behalf of the Town by donation, eminent domain, or purchase.

Ms. Smiley reported that this item pertained to the ongoing project that was required to be completed per an intergovernmental agreement with ADOT for the roundabout at Kalinich Road. The Town had acquired most of the properties needed, but this one was found to not be owned by the Town as originally thought. As the owners of record were most likely no longer around, the Town was going through the statutory process to attempt the contact the owners for donation, purchase, or if all else failed, condemnation. Statute required the Town to offer to purchase the property at fair market value.

Town Manager Grittman added that the Town already owned the right-of-way to either side of this ¼ mile strip.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller to approve Resolution No. 18-1119, authorizing the acquisition of real property by the Town for Road 1 East right-of-way from Road 3 South to Picacho Boulevard and authorizing and directing the Mayor, Town Manager, and Town Attorney to acquire title to such property on behalf of the Town by donation, eminent domain, or purchase.

**Vote:** 7 - 0 PASSED - Unanimously

c) Presentation and discussion regarding the draft Zoning Administrator Interpretation related to UDO Section 4.22 **Paving Requirements** for vehicle parking, maneuvering, and storage areas.

(Jason Sanks, Development Services Director)

Mr. Sanks reported that:

- Since he came on board in June, he had received many inquiries related to contractor storage yards, RV storage, commercial and industrial buildings that had commercial storage areas, and heavy equipment and truck storage.
- As the UDO sections conflicted with regard to required surfaces for such uses, he desired to provide consistent guidance for businesses. As these types of issues were usually handled by the Town Engineer, but the UDO placed it under his purview, he and Town Engineer Marbury drafted the subject interpretation, which provided that: (i) the driveway approach to such businesses, as well as customer and employee parking, and the drive aisles to those parking spaces, needed to be paved; and the storage areas would permit decomposed granite (DG), unless the area included a loading dock, or additional access to the building, as long as dust was controlled and trucks could get in and out without...
tracking mud on public streets.
- This interpretation will act as a patch until the Council could adopt the new UDO next spring.

Council asked about asphalt base (AB) instead of DG. Mr. Marbury related that the code referred to DG rather than AB as a dust-free surface. If research showed that AB was as good as DG, that may be okay in the future, but for now the Town should stick with DG, or AB under DG. Councilmember Mendoza and Vice-Mayor Turner informed Mr. Marbury that locally, most of the mined DG was not decomposed. Mr. Marbury stated that staff could look at possible additives to see how that would apply to the code.

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller to go into executive session at 7:19 p.m.

Vote: 7 - 0 PASSED - Unanimously

a) An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the acquisition of a portion of the Prescott water system and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider the Town’s position and instruct the Town Attorney regarding the Town's position regarding a contract with the City of Prescott related to the Town purchasing a portion of its water distribution system that is the subject of negotiations. (Cecilia Grittman, Town Manager)

9) ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

Mayor Croft reconvened the regular meeting at 7:55 p.m. and reported that Council spoke with its attorney, gave him direction, and took no further action.

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Councilmember Mike Best to adjourn the meeting at 7:55 p.m.

Vote: 7 - 0 PASSED - Unanimously

ATTEST:

Darryl L. Croft, Mayor
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 27th day of March, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of April, 2018.

__________________________________
Jami C. Lewis, Town Clerk
Town Council Regular Meeting 6.e.

Meeting Date: 04/24/2018
Contact Person: Jami Lewis, Town Clerk
    Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent

AGENDA ITEM TITLE:
Consideration and possible action to accept the April 4, 2018 study session minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Accept the April 4, 2018 study session minutes.

Attachments
April 4, 2018 minutes
The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, April 4, 2018.

Present: Mayor Darryl Croft; Vice-Mayor Lon Turner; Councilmember Cloyce Kelly; Councilmember Annie Lane; Councilmember Corey Mendoza; Councilmember Jack Miller

Absent: Councilmember Mike Best

Staff Present: Town Manager Cecilia Grittman; Economic Development Project Manager John Coomer; Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Police Chief Chuck Wynn; Police Lieutenant Vince Schaan; Court Administrator Ronda Apolinar; Public Works Director/Town Engineer Frank Marbury; Development Services Director Jason Sanks; Community Services Director Scott Bruner; Customer Service Manager JoAnn Brookins; Code Compliance Officer David Jaime; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER; ROLL CALL

Mayor Croft called the meeting to order at 9:06 a.m.

2) Review of 2016 Strategic Plan.

Mayor Croft stated that Town staff and Council had changed drastically since 2016. The 2016 plan was fairly comprehensive, but not easily usable as a working document. He preferred that Council establish goals and tighten up the action steps within the budget to meet those goals. As things were changing too quickly, they could not look out five to ten years, but should shorten the timeframes and use the document as a guideline.

Ms. Grittman then led Council and staff in reviews and status of:

- 2016 Strategic Plan;
- July 1998 Chino Valley Focused Future Strategic Plan for Economic Development; and
- 2018/2019 major capital budget items per department.

2016 STRATEGIC PLAN

Staff summarized the three “key result areas” (KRAs), their associated goals and action steps, and the goals’ current status.

Key Result Area 1 - Fiscal Health

Goal 1 – Municipal Utilities – Self Sustaining

Acquire strategic water companies: There was no change, but the Town’s utilities were mostly in
• Acquire strategic water companies: There was no change, but the Town’s utilities were mostly in the black.
• Strategic extension of sewer system: This goal was met with the Center Street to Mollie Rae sewer project.
• Septage acceptance at sewer plant: This was no longer an immediate goal and would best be considered when the plant was to be expanded.
• Complete Center Street sewer expansion: See point 2 above.
• Funding for acquisition, interconnection, and expansion: This was ongoing.

Goal 2 – Implement Asset and Liability Tracking Systems

• Analysis of real estate: Finance had prepared a detailed analysis of the Town’s inventory of properties and water, which will be updated annually. Something to consider was separating the water rights from certain Town-owned properties in Paulden and selling the real estate.
• Analysis of rolling stock: The above point 1 analysis included rolling stock.
• Analysis of development agreements: Public Works and Development Services were currently reviewing the agreements for outstanding water and land dedication commitments, and will forward water issues to Mark Holmes for analysis.

Goal 3 – Resolve Outstanding Legal Issues

• Bright Star Development Agreement and Water Rights: There may be some outstanding issues related to water obligations with Bright Star and Del Rio.
• Re-negotiate Concessionaire Agreement with Prescott Sportsmen’s Club: Staff was waiting for the outside firm to perform lead abatement, then the agreement could move forward. The Club may be interested in buying the 40-acre range. Staff was unsure about what funding the Club had, but will continue to discuss it with them. Any property sale over $500,000 will require voter approval, and if the Town pursued it, the Town should have a plan for what it would do with the proceeds. Finance will review this option.
• Town Code compliant with A.R.S.: As no one was certain what this meant, it will be removed.
• Resolve issues with UDO: A new subcommittee was established and recently started meeting to review draft amendments to the code. Staff intended to do the rewrite all at once, unless something needed to be done sooner or changes came from the legislature.

(Councilmember Kelly arrived at 9:18 a.m.)

Key Result Area 2 – Sustainable Economic and Community Development

Goal 1 – Complete the CV Industrial and Commercial Development Plan

• Extend sewer and water to OHM Industrial Park (OHMIP): This goal was met.
• Initiate business attraction and retention efforts for OHM: This had been a bit premature in 2016, but still needed to be on the radar.
• Develop and implement retail recruitment and expansion strategy: The new economic development person will focus on the OHMIP, grocery store, commercial nodes, and assisting businesses looking for properties. This was up for Council discussion and the Economic Development Subcommittee will meet in two weeks to discuss focus areas.

Goal 2 – Develop comprehensive road / circulation plan

• Develop prioritized road repair program: Staff will continue to use the road condition map and will implement it when the time came.
• Implement previously adopted road construction standards: Staff and the UDO Subcommittee will review this as part of the UDO update process. It was also a good time to talk with CYMPO
about updating the Town’s small area transportation plan. As there were a dozen projects on major roadways, staff needed to know what dedications and improvements to require from developers.

- Consider alternative circulation for Road 2 North/Hwy 89 intersection: This was currently being reviewed by a consultant.
- Review and adopt off-site improvement policy for non-vehicular circulation: The Town owned the Peavine Trail from Road 4 North to Road 4 South and staff was coordinating with Prescott to connect the trail to Prescott’s trail system this year. This will tie in with the future transportation study update and was important for new developments, which could create trail corridors to the Peavine. Community Services and Development Services will work together on this. Public Works had concept plans for the Peavine Loop Road and additional discussions were needed on that.

Key Result Area 3 – Community Engagement and Communication

Goal 1 – Improve availability of information from Town to citizens

- Continue to refine Communication Plan: Staff continued to follow the plan and was not sure it needed to be updated.
- Implement software as service (SAS) for planning and economic development: This was now included in the Town’s Technology Plan. There were a handful of tools the Town could use and the economic development project manager will be exploring them.
- Departments to provide activity reports to Council on a quarterly basis: As Council now preferred brief reports on trends, this item could be deleted.

Goal 2 – Create unique relationships with external community partners

- Town staff and leadership will actively engage with staff and leadership in the Quad Cities area: Almost every department had external relationships. GPREP was being disbanded.
- Join statewide professional organizations relevant to the Town’s mission: The Town belonged to various statewide organizations.
- Develop specific goals and a timeline for collective action in advancing the Town’s Strategic Plan: This needed further discussion.
- Other: The town manager, mayor, and departments were doing more with community outreach. The best communication was just talking with people. Staff getting clear communication from Council also helped. All committees were being fairly active after a time of dormancy. The community had been very positive about the community Coffees; repeat issues brought up by citizens were roads, streets, and trash. The town manager also hosted a breakfast with a different group of employees each month, which was well attended, and the employees asked a lot of questions.

CHINO VALLEY FOCUSED FUTURE STRATEGIC PLAN FOR ECONOMIC DEVELOPMENT

Town Manager Grittman handed out a copy of the 1998 Chino Valley Focused Future Strategic Plan for Economic Development, and pointed out on several pages that many of the issues in this document were the same as today and some issues therein could serve as further food for thought. Comments regarding those items were:

- Councilmember Mendoza stated that he did not want to continue the trend of kicking the can down the road; he wanted to resolve things, such as reduce the number of Conditional Use Permits, which were being used because the UDO was out of date.
- Public Works Director Marbury stated that CYMPO had plans for regional connectors.
2018/2019 MAJOR CAPITAL BUDGET ITEMS PER DEPARTMENT

Finance Director Duffy reviewed the major purchase requests and initiatives from each department. Due to the impacts of construction sales taxes, the Town may end the fiscal year with an extra half million than what was budgeted. He did not project this surge to continue. Council will have to determine priorities for the disposition of these funds. The Capital Improvement Fund and reserves could be used to get the ballfield lights done.

3) Discussion and update of Strategic Plan.

Council and staff reviewed the strategic plan KRAs and goals and made suggestions for assigning goals for completion in either one year, two years, or two-plus years.

Key Result Area 1 - Fiscal Health
Goal 1 – Municipal Utilities – Self Sustaining

- Acquire strategic water companies: This was still a goal. The primary focus presently should be acquiring Prescott’s system. Two other local private companies had recently approached the Town about selling their systems. If nothing moved forward with those, the Town should consider Willhoit to get water at that end of town. The Town had the capacity to borrow enough to purchase all of them. All would pay for themselves, except for Prescott, which would break even, but would be worth the investment. The Prescott system will also need an upgrade plan.
  - Schedule item for FY 2018/19
- Strategic extension of sewer system: Mollie Rae and Road 1 West were done, and Mountain View Mobile Home Park was nearly done. Areas of Town to consider were those with tighter densities, Roadrunner Trailer Park, and Wilhoit Water area. One option was to acquire Wilhoit Water using USDA funding, then later paving the area with CDBG grant funds. Utilities will drive economic development; for example, an emissions company recently inquired but walked away due to lack of utilities.
  - Schedule for Economic Development Subcommittee to develop a list in FY 2018/19.
  - Schedule sewer plant expansion design for FY 2019/20.
- Septage acceptance at sewer plant:
  - Schedule item for FY 2019/20 under sewer plant expansion.
- Complete Center Street sewer expansion:
  - Delete item.
- Funding for acquisition, interconnection, and expansion:
  - Add as action step under point 1-acquisition.

Goal 2 – Implement Asset and Liability Tracking Systems

- Analysis of real estate: This was done. Staff needed to further analyze the Paulden water rights as to what could be sold or not. The Town had two commercial wells at OHM that could be used, but would need an engineered system. There was a lot of development to go in the area between OHM and the Bright Star storage tank.
  - Add analysis of Paulden water rights as action step.
  - Add review of more robust inventory system for water and sewer as action step.
  - Add review of possible sale of property in Highlands Ranch originally set aside for a well as action step.
  - Schedule activation of existing wells for FY 2018/19.
  - Schedule drilling a new well for FY 2019/20.
  - Add getting a recommendation for wells from the Water and Utilities Subcommittee as an action step.
● Analysis of rolling stock: Staff will update this annually.
  ○ Delete item.
● Analysis of development agreements:
  ○ Schedule for FY 2018/19.

Goal 3 – Resolve Outstanding Legal Issues

● Bright Star Development Agreement and Water Rights: Language in the agreement pertaining to first right of refusal was ambiguous. The subdivision was going to need rezoning to make the remaining lots more marketable.
  ○ Add as action step under Goal 2 to have Mark Holmes and attorney review the documents, then negotiate with the developer.
● Re-negotiate Concessionaire Agreement with Prescott Sportsmen’s Club:
  ○ Schedule lead abatement for FY 2018/19.
  ○ Schedule review of possible sale of property for FY 2018/19.
● Town Code compliant with A.R.S.:
● Resolve issues with UDO:
  ○ Retain item.

Key Result Area 2 – Sustainable Economic and Community Development

Goal 1 – Complete the CV Industrial and Commercial Development Plan

● Extend sewer and water to OHM Industrial Park (OHMIP):
  ○ Delete item.
● Initiate business attraction and retention efforts for OHM:
  ○ Change item to develop OHM strategic business development plan.
  ○ Add discussion regarding leasing v. selling OHM land.
● Develop and implement retail recruitment and expansion strategy:
  ○ Change item to develop and implement business development strategic plan and economic development strategic plan.

Goal 2 – Develop comprehensive road / circulation plan

● Develop prioritized road repair program:
● Implement previously adopted road construction standards:
● Consider alternative circulation for Road 2 North/Hwy 89 intersection:
● Review and adopt off-site improvement policy for non-vehicular circulation:
  ○ Replace points 1-4 with developing a transportation strategic plan.
  ○ Add maintenance plan as an action step.
  ○ Add develop funding strategy as an action step.

Key Result Area 3 – Community Engagement and Communication

Goal 1 – Improve availability of information from Town to citizens

● Continue to refine Communication Plan:
● Implement software as service (SAS) for planning and economic development:
● Departments to provide activity reports to Council on a quarterly basis:

Goal 2 – Create unique relationships with external community partners

● Town staff and leadership will actively engage with staff and leadership in the Quad Cities area:
  Almost every department had external relationships. GPREP was being disbanded.
● Join statewide professional organizations relevant to the Town’s mission: The Town belonged to various statewide organizations.

● Develop specific goals and a timeline for collective action in advancing the Town’s Strategic Plan: This needs further discussion.

● Other: The town manager, mayor, and departments were doing more with community outreach. The best communication was just talking with people. All committees were being fairly active after a time of dormancy. Getting clear communication from Council also helped. The community had been very positive about the community Coffees; common issues were roads, streets, and trash. The town manager also hosted a breakfast with a different group of employees each month, which was well attended, and the employees asked a lot of questions.

  ○ Delete KRA 3 in its entirety.

Other items to discuss and schedule for FY 2018/19:

● Economic Development Subcommittee to discuss what to do with blighted areas.

● Public Works complex plan.

● Municipal campus master plan.

● Town’s 50th anniversary celebration planning.

Other items to discuss and schedule for FY 2019/20:

● After UDO update, as part of economic development plan, review design concepts beyond the General Plan.

● Community Services to review recreation uses at OHM.

Items to be scheduled after FY 2019/20:

● Wastewater treatment plant expansion.

● Water storage tank.

● OHMIP.

● Ballfield lighting.

● 40 acres of land north of Community Center.

● Court security.

● Police building space and moving operations to highway.

● Infrastructure master plan.

Council and staff discussed the following in more detail:

● Ballfield lighting: Cost estimates were close to $300,000 for one light. Upgrading the lights would allow for tournaments and overflow for the high school and college. Infrastructure should already be in place. LED lights and one light pole was already in the budget. APS might be able to help with setting poles.

● 40 acres north of the Community Center: The property was being sold for $2 million, and had water rights and a big well. This was something to consider, as development of this property would result in the Town losing parking and the ability to expand the park. As of yesterday, the property owner was meeting with developers about a possible joint venture.

● Court security: The Court had three years to implement this. A bailiff position and security cameras were currently part of the budget.
Council asked staff to:

- Develop action plans for each goal and action step and bring back to Council.
- Present a report on status of development.
- Inform Ms. Grittman of any other items for the strategic plan.

Mayor Croft recessed the meeting at 11:21 a.m. reconvened it at 11:25 a.m.

4) Discussion regarding code compliance matters and possible additional funding.

Ms. Grittman reported that Councilmember Mendoza and Vice-Mayor Turner desired that the Council discuss and provide direction and focus for the code compliance division. Council and staff discussed concerns about:

Citizens’ code violations:

- Property owners utilizing properties as storage without proper permitting.
- Using properties for wrong purpose, such as 30 vehicles parked on a parcel.
- People selling items on weekends without a permit.
- Property maintenance violations.
- Lack of proper access to properties.

Code deficiencies:

- Lack of standard for weed and tumbleweed abatement.
- Definition of nuisance.
- Needing legal and prosecutorial guidance with regard to vacant housing and violations, as well as code compliance in general.
- Conflicts between Town Code and UDO and abatement regulations coming from three sources.
- Issues with flag signs and needing legal interpretation regarding food trucks.

Process/policy deficiencies:

- Needing to decide where “rural” starts and ends.
- Lack of resources to be proactive.
- Departments directing all Town complaints to Code Compliance.
- People not participating in cleanup days.
- Lack of incentives for compliance.

Council and staff discussed concerns and offered suggestions.

Council priorities:
Council’s main concerns were health and welfare, as well as the Town being attractive for businesses for economic development purposes. Raw garbage was a health hazard, whereas weed control could be a hazard or just ugly. They did not want to be like Prescott Valley, but also did not want the Town to look like a dump.

UDO amendments:

- Concerns: Staff has scheduled an item for Council action in May to move the property maintenance section of the UDO to the Town Code. If Council desired to edit the content, that will need citizen review and could be done subsequently. The current UDO rewrite could create
legal non-conforming issues and the Town may have to waive rights under the old code.

Suggestions: Define and address the differences between “health hazard” and “unsightly” in the code rewrite.

Compliance issues:

Concerns: Current complaints were 80% residential and 20% commercial. Staff sends citizens a violation letter, but if they ignore the letter, nothing happens. If they get a citation, they go to court. Staff would prefer that the Town not have to pay to clean up properties and needed stronger incentives for people to comply. Staff also needed guidance with regard to tumbleweeds. Citizens did not participate in clean up days for various reasons: lack of caring and issues with health, money, and transportation.

Suggestions: Mr. Sanks will provide compliance statistics to Council. Streamlining and accelerating the process, and increasing fines, could improve compliance. Ms. Grittman asked Customer Services to provide some recommendations for incentives from citizens. Regarding tumbleweeds, the Town cannot cause neighbors to fix the problem, and the department should be able to explain that this is just part of living in a rural area. Staff was considering other options to dump days, such as placing dumpsters on certain streets, a 50-50 program or vouchers.

Process issues:

Concerns: Roles and responsibilities needed to be defined as the Town seemed to use Code Compliance for every complaint. Divisions should take care of their own items.

Suggestions: Complaints could come through Customer Services, then be distributed to the appropriate department for response.

Resources/Funding:

Concerns: Dump days were not fixing the problem throughout the year. The code compliance officer had little time to address commercial property violations, such as outside sales along SR 89. They also needed someone who could work Fridays and Saturdays. Grandfathered businesses could not be forced to change.

Suggestions: Customer Service could use the business licensing process to assess problems and perform an inventory to reconcile business licenses with zoning. Staff should do the inventory, community outreach, then address the worst violations first. The division had $30,000 for cleanups; rather than do two cleanup days, do one and use vouchers or a 50-50 program for the rest of the year. As far as staffing, options were to hire a temporary employee for a year or temporary part-time help, but the Town will need to find a person with the required knowledge and skills.

Mr. Marbury asked about the Town establishing its own solid waste division. Ms. Grittman stated that was off the table.

Ms. Grittman instructed Customer Services staff to bring this item back for Council discussion along with some recommendations in May and staff will need legal advice. Mr. Sanks added that whatever changes the Town made, there needed to be a public campaign.

5) ADJOURNMENT
MOVED by Councilmember Jack Miller, seconded by Councilmember Annie Lane to adjourn the meeting at 12:15 p.m.

Vote: 6 - 0 PASSED - Unanimously

ATTEST:

__________________________________
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 4th day of April, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 24th day of April, 2018.

__________________________________
Jami C. Lewis, Town Clerk
AGENDA ITEM TITLE:
Consideration and possible action to:
(i) Hold a public hearing regarding the proposed changes to the Town's admission fees for the Chino Valley Aquatic Center.
(ii) Approve Resolution No. 18-1115 increasing the Town's admission fees, effective 5/24/2018.

RECOMMENDED ACTION:
(i) Hold a public hearing regarding the proposed changes to the Town's admission fees for the Chino Valley Aquatic Center.
(ii) Approve Resolution No. 18-1115 increasing the Town's admission fees, effective 5/24/2018.

SITUATION AND ANALYSIS:

Issue Statement
If a municipality proposes to levy or assess or change a tax or fee the municipality shall comply with A.R.S. § 9-499.15. The attached Arizona Revised Statute, A.R.S. § 9-499.15 sets forth the procedure the Town must follow to establish or increase fees.

The Town has prepared a Notice of Intent and an Aquatic Center Rate Study to document the need for a rate increase. The study reviews the current user fees, the past financial performance of the Aquatic Center, and the projected financial performance with the proposed rate increase.

The notice of intent was adopted by Council on 2/13/2018, and the rate study was be posted on the Town's website for 60 days prior to the matter coming back to Council for approval, as required by A.R.S. Section 9-499.15. The fee increases if approved, will be in effect when the pool opens for the 2018 season.

Applicable “Policy”

Satisfaction of “Policy”

Summary of Issues and Staff Rationale
Historically, the Aquatic facility has been open from Memorial Day weekend until the first weekend after the start of the fall school year. The facility has always operated with multiple non-consecutive open swim sessions that were 3 to 5 hours in duration. During the past 5 years of operation an aquatic industry trend has been to group similar activities together to accomplish several goals: improve facility safety, increase operational efficiency, increase revenues and decrease expenditures. Responding to this trend, the Aquatic Facility Management reviewed and reconfigured the then existing operational schedule relative to the new operational methodology. This approach resulted in several improvements which include: Safety with regards to appropriate staffing levels in relation to attendance; as well as water quality.

---

**Fiscal Impact**

**Fiscal Impact?:** $22,934.81  
**If Yes, Budget Code:** 01-69-5109  
**Available:**  
**Funding Source:**

---

**Attachments**

ARS 9-499.15  
Notice of Intent  
Rate Study 2018  
Resolution No. 18-1115
9-499.15. **Proposed new or increased municipal taxes and fees; notification; exceptions**

A. A municipality may not levy or assess any new taxes or fees or increase existing taxes or fees pursuant to statute on a business without complying with this section.

B. A municipality that proposes to levy or assess a tax or fee shall:

1. Prepare a schedule of the proposed new or increased tax or fee that includes the amount of the tax or fee and a written report or data that supports the new or increased tax or fee. A copy of the report or data shall be filed in the office of the clerk of the municipality.

2. If the imposition of the proposed tax or fee is a new charge, provide written notice of the proposed charge, the schedule of the proposed new charge and the written report or data that supports the new charge on the home page of the municipality's website at least sixty days before the date the proposed new tax or fee is approved or disapproved by the governing body of the municipality.

3. If the municipality proposes to increase the rate of an existing tax or fee on a business, provide written notice of the proposed increase, the schedule of the proposed increased tax or fee and the written report or data that supports the proposed increased tax or fee on the home page of the municipality's website at least sixty days before the date the proposed new rate is approved or disapproved by the governing body of the municipality.

4. Prepare a notice of intent to establish or increase taxes, assessments or fees including assessments pursuant to section 48-572, subsection B, paragraph 1. The notice of intent shall include the date, time and place of the meeting of the governing body of the municipality in which the proposed new or increased tax or fee will be considered and a statement that a schedule of the proposed new or increased tax or fee that includes the amount of the tax or fee and a written report or data that supports the new or increased tax or fee is available on the municipality's website. The notice of intent shall be posted on the municipality's website at least fifteen days before the date the proposed new or increased tax or fee will be approved or disapproved by the governing body of the municipality. If the municipality uses social media or other electronic communication tools, the notice of intent shall be distributed through the municipality's social media accounts or other electronic communication tools.

C. All departments, boards or other subdivisions of a municipality that are authorized to establish or modify taxes or fees shall follow the notice requirements prescribed in subsection B of this section before the date of the entity's consideration of the new or increased tax or fee.

D. Technological issues that either prevent the posting of the notice on the municipality's website or distribution of the notice through social media or other electronic communication tools does not preclude the governing body of the municipality from approving or disapproving the new or increased tax or fee at the meeting provided on the notice of intent.

E. A municipality shall demonstrate that the taxes or fees are imposed pursuant to statute.

F. Subsections A and B of this section do not apply to:

1. Any fee adopted pursuant to section 9-463.05.

2. Water and wastewater rates or rate components.
3. Fees for registration-based classes, programs or activities provided by the municipality.

4. Court fees established pursuant to state law.

5. Fees or charges established pursuant to federal law for public housing or other federally funded programs.

6. Other fees whose amounts are set by state or federal law.

G. If information is made available relating to the fees provided in subsection F of this section, that information shall be posted on the municipality’s website and, if the municipality uses social media or other electronic communication tools, distributed through social media or other electronic communication tools.

H. In addition to any other limitation that may be imposed by law, a municipality shall not levy or impose an assessment, fee or tax on hospital revenues, discharges, beds or services for the purpose of receiving services or payments pursuant to title 36, chapter 29.
NOTICE OF INTENT TO INCREASE ADMISSION FEES FOR THE CHINO VALLEY AQUATIC CENTER
PURSUANT TO A.R.S. § 9-499.15

The Town of Chino Valley intends to increase admission fees for the Chino Valley Aquatic Center and provides this written notice of the proposed new and increased fees pursuant to A.R.S. § 9-499.15.

The following rates are proposed:

<table>
<thead>
<tr>
<th>Town of Chino Valley</th>
<th>Aquatics Center Fee Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Daily Use</strong></td>
<td></td>
</tr>
<tr>
<td>Ages 3-17 Child</td>
<td>$0.00</td>
</tr>
<tr>
<td>Ages 0-5 Child</td>
<td>$1.00</td>
</tr>
<tr>
<td>Ages 6-17 Youth</td>
<td>$2.50</td>
</tr>
<tr>
<td>Ages 18-54 Adult</td>
<td>$3.50</td>
</tr>
<tr>
<td>Ages 55 &amp; Older</td>
<td>$3.00</td>
</tr>
<tr>
<td>Family - 5 immediate Family Members</td>
<td>$12.50</td>
</tr>
</tbody>
</table>

| **Season Passes**    |                             |
| Ages 0-2 Child       | $0.00 | $0.00 | $0.00 |
| Ages 3-17 Child      | $85.00 | $90.00 | $100.00 |
| Ages 0-5 Child       | $45.00 | n/a | n/a |
| Ages 6-17 Youth      | $85.00 | n/a | n/a |
| Ages 18-54 Adult     | $130.00 | $140.00 | $150.00 | $160.00 |
| Ages 55 & Older      | $95.00 | $85.00 | $90.00 | $100.00 |
| Family - 5 immediate Family Members | $200.00 | $225.00 | $225.00 | $250.00 |
| Family - Additional  | $20.00 | $25.00 | $25.00 | $30.00 |

| **Learn to Swim**    |                             |
| Youth 8 sessions, 30 minutes | $45.00 | $45.00 | $50.00 | $55.00 |
| Adult 4 sessions, 1 hour   | $45.00 | $45.00 | $50.00 | $55.00 |
| Fitness Program Lessons - 9 sessions 1 hour | $45.00 | $45.00 | $50.00 | $55.00 |
| Private Lessons - 9 Session 1 hour | $20.00 | $20.00 | $25.00 | $30.00 |

| **Aquatic Facility Rental** |                             |
| Aquatic Facility, 2 hour minimum, 1 - 200 guests | $140.00 | $150.00 | $160.00 | $170.00 |
| Lifeguards, minimum 3, 2 hour minimum 1 - 200 guests | $72.00 | $80.00 | $90.00 | $100.00 |
| Aquatic Facility, 2 hour minimum, 201-400 | $140.00 | n/a* | n/a* | n/a* |
| Lifeguards, minimum 3, 2 hour minimum | $96.00 | $130.00 | $150.00 | $170.00 |
| Slide Rental | $30.00 | $40.00 | $50.00 | $60.00 |

*Aquatic Facility Rental is 2 hour minimum regardless of number of guests
** change to 5 guards 200-400 guests
The written report and data supporting the increase in fees is posted concurrently with this Notice of the Town's home page.

The Chino Valley Town Council will consider approving these proposed rates at its regular council meeting to be held April 24, 2018 at 6:00 p.m. in the Council Chambers, 202 N. State Route 89, Chino Valley, Arizona 86323.

THE ABOVE AQUATIC CENTER ADMISSION FEES WILL BECOME EFFECTIVE THIRTY (30) DAYS AFTER APPROVAL BY THE TOWN COUNCIL.

Dated this _____ day of ______________, 2018.

TOWN OF CHINO VALLEY

__________________________
Jami Lewis
Town Clerk
Town of Chino Valley
Aquatic Center Rate Study 2018

This report is prepared to meet the requirements of ARS 9-499.15
# Table of Contents

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Current Aquatic Center User Fees ......................................................................................... 4  
Aquatic Center Financial History .......................................................................................... 5  
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Rate Change Calendar .......................................................................................................... 8  
Other Community Comparison .............................................................................................. 9
Introduction

The Town of Chino Valley last reviewed and increased its Aquatic Center rates on October 23, 2012. Resolution 12-1001 adopted the current rates.

Since the Aquatic Center opened the Town’s General Fund has subsidized the operation of the facility each year. The annual subsidy averages about $150,000 per year.

When the Aquatic Center last raised the pool rates in 2012, the minimum wage was $7.65 an hour. Last year, the minimum wage was raised to $10.00 an hour. This January, the minimum wage was raised to $10.50 an hour. Voter approved referendum will push the minimum wage to $12.00 an hour by 2020, further pushing the subsidy higher.

In order to keep the subsidy from increasing each year, staff is recommending a gradual rate increase over the next three years to coincide with the increases of minimum wage and generate additional fund to make capital repairs and replacements.

Over the last several years the Town has replaced the Aquatics Center roof, pool pump heater, chlorine unit, pool sweeper, and resurfaced the parking lot. In the next few years the slide needs resurfacing and painting the showers and offices also are in need of repainting.

Therefore, staff is recommending an increase in Aquatics Center user fees each year until 2020.
## Current Aquatic Center User Fees

The chart below summarizes the current Aquatic Center User Fees and attendance.

<table>
<thead>
<tr>
<th>Town of Chino Valley</th>
<th>Aquatics Center Fee Schedule</th>
<th>2016 Season</th>
<th>2017 Season</th>
<th>Current Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Daily Use</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages 0-5 Child</td>
<td></td>
<td>1,690</td>
<td>1,814</td>
<td>$1.00</td>
</tr>
<tr>
<td>Ages 6-17 Youth</td>
<td></td>
<td>5,174</td>
<td>5,983</td>
<td>$2.50</td>
</tr>
<tr>
<td>Ages 18-54 Adult</td>
<td></td>
<td>2,672</td>
<td>2,974</td>
<td>$3.50</td>
</tr>
<tr>
<td>Ages 55 &amp; Older</td>
<td></td>
<td>678</td>
<td>908</td>
<td>$3.00</td>
</tr>
<tr>
<td>Family - 5 immediate Family Members</td>
<td></td>
<td>254</td>
<td>438</td>
<td>$12.50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>10,468</td>
<td>12,117</td>
<td></td>
</tr>
<tr>
<td><strong>Season Passes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages 0-5 Child</td>
<td></td>
<td>0</td>
<td>11</td>
<td>$45.00</td>
</tr>
<tr>
<td>Ages 6-17 Youth</td>
<td></td>
<td>1</td>
<td>0</td>
<td>$85.00</td>
</tr>
<tr>
<td>Ages 18-54 Adult</td>
<td></td>
<td>1</td>
<td>0</td>
<td>$130.00</td>
</tr>
<tr>
<td>Ages 55 &amp; Older</td>
<td></td>
<td>1</td>
<td>2</td>
<td>$95.00</td>
</tr>
<tr>
<td>Family - 5 immediate Family Members</td>
<td></td>
<td>39</td>
<td>37</td>
<td>$200.00</td>
</tr>
<tr>
<td>Family - Additional</td>
<td></td>
<td>8</td>
<td>13</td>
<td>$20.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>50</td>
<td>63</td>
<td></td>
</tr>
<tr>
<td><strong>Learn to Swim</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Youth 8 sessions, 30 minutes</td>
<td></td>
<td>163</td>
<td>191</td>
<td>$45.00</td>
</tr>
<tr>
<td>Adult 4 sessions, 1 hour</td>
<td></td>
<td></td>
<td></td>
<td>$45.00</td>
</tr>
<tr>
<td>Fitness Program Lessons - 9 sessions 1 hour</td>
<td></td>
<td>90</td>
<td>95</td>
<td>$45.00</td>
</tr>
<tr>
<td>Private Lessons - 9 Session 1 hour</td>
<td></td>
<td></td>
<td></td>
<td>$20.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>253</td>
<td>286</td>
<td></td>
</tr>
<tr>
<td><strong>Aquatic Facility Rental</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aquatic Facility, 2 hour minimum, 1 - 200 guests</td>
<td></td>
<td>11</td>
<td>21</td>
<td>$140.00</td>
</tr>
<tr>
<td>Lifeguards, minimum 3, 2 hour minimum</td>
<td></td>
<td>10</td>
<td>20</td>
<td>$72.00</td>
</tr>
<tr>
<td>Aquatic Facility, 2 hour minimum, 201-400</td>
<td></td>
<td></td>
<td></td>
<td>$140.00</td>
</tr>
<tr>
<td>Lifeguards, minimum 3, 2 hour minimum</td>
<td></td>
<td></td>
<td></td>
<td>$96.00</td>
</tr>
<tr>
<td>Slide Rental</td>
<td></td>
<td>8</td>
<td>16</td>
<td>$30.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>29</td>
<td>57</td>
<td></td>
</tr>
</tbody>
</table>
The table below summarizes the Aquatic Center operating results for the last three fiscal years.

<table>
<thead>
<tr>
<th>Town of Chino Valley</th>
<th>Operating Results by Fiscal Year</th>
<th>Fiscal Years Ending 6/30/15 - 6/30/17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6/30/2015</td>
<td>6/30/2016</td>
</tr>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entrance Fees</td>
<td>$44,205</td>
<td>$34,082</td>
</tr>
<tr>
<td>Concessions</td>
<td>$11,727</td>
<td>$9,585</td>
</tr>
<tr>
<td>Program Fees</td>
<td>$13,345</td>
<td>$10,478</td>
</tr>
<tr>
<td>Facilities Use Fees</td>
<td>$2,201</td>
<td>$2,750</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$71,478</strong></td>
<td><strong>$56,895</strong></td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>$99,861</td>
<td>$108,035</td>
</tr>
<tr>
<td>Benefits</td>
<td>$6,932</td>
<td>$11,567</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$101,749</td>
<td>$92,421</td>
</tr>
<tr>
<td>Capital</td>
<td>$14,675</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$208,542</strong></td>
<td><strong>$212,022</strong></td>
</tr>
<tr>
<td><strong>Net Loss</strong></td>
<td><strong>($137,063)</strong></td>
<td><strong>($155,127)</strong></td>
</tr>
</tbody>
</table>
Proposed Aquatic Center User Fees

The table below summarizes the proposed rates for the next three seasons.

<table>
<thead>
<tr>
<th>Town of Chino Valley</th>
<th>Current Fees</th>
<th>Proposed 2018 Season</th>
<th>Proposed 2019 Season</th>
<th>Proposed 2020 Season</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Daily Use</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages 0-2 Child</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Ages 3-17 Child</td>
<td>$3.00</td>
<td>$3.25</td>
<td>$3.50</td>
<td></td>
</tr>
<tr>
<td>Ages 0-5 Child</td>
<td>$1.00</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Ages 6-17 Youth</td>
<td>$2.50</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Ages 18-54 Adult</td>
<td>$3.50</td>
<td>$4.00</td>
<td>$4.25</td>
<td>$4.50</td>
</tr>
<tr>
<td>Ages 55 &amp; Older</td>
<td>$3.00</td>
<td>$3.00</td>
<td>$3.25</td>
<td>$3.50</td>
</tr>
<tr>
<td>Family - 5 immediate Family Members</td>
<td>$12.50</td>
<td>$14.00</td>
<td>$15.00</td>
<td>$16.00</td>
</tr>
<tr>
<td><strong>Season Passes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages 0-2 Child</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Ages 3-17 Child</td>
<td>$85.00</td>
<td>$90.00</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Ages 0-5 Child</td>
<td>$45.00</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Ages 6-17 Youth</td>
<td>$85.00</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Ages 18-54 Adult</td>
<td>$130.00</td>
<td>$140.00</td>
<td>$150.00</td>
<td>$160.00</td>
</tr>
<tr>
<td>Ages 55 &amp; Older</td>
<td>$95.00</td>
<td>$85.00</td>
<td>$90.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Family - 5 immediate Family Members</td>
<td>$200.00</td>
<td>$225.00</td>
<td>$225.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Family - Additional</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$25.00</td>
<td>$30.00</td>
</tr>
<tr>
<td><strong>Learn to Swim</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Youth 8 sessions, 30 minutes</td>
<td>$45.00</td>
<td>$45.00</td>
<td>$50.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Adult 4 sessions, 1 hour</td>
<td>$45.00</td>
<td>$45.00</td>
<td>$50.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Fitness Program Lessons - 9 sessions 1 hour</td>
<td>$45.00</td>
<td>$45.00</td>
<td>$50.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Private Lessons - 9 Session 1 hour</td>
<td>$20.00</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$30.00</td>
</tr>
<tr>
<td><strong>Aquatic Facility Rental</strong></td>
<td>$140.00</td>
<td>$150.00</td>
<td>$160.00</td>
<td>$170.00</td>
</tr>
<tr>
<td>Lifeguards, minimum 3, 2 hour minimum 1 - 200 guests</td>
<td>$72.00</td>
<td>$80.00</td>
<td>$90.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Aquatic Facility, 2 hour minimum, 201-400</td>
<td>$140.00</td>
<td>n/a*</td>
<td>n/a*</td>
<td>n/a*</td>
</tr>
<tr>
<td>Lifeguards, minimum 3, 2 hour minimum</td>
<td>$96.00</td>
<td>$130.00</td>
<td>$150.00</td>
<td>$170.00</td>
</tr>
<tr>
<td>Slide Rental</td>
<td>$30.00</td>
<td>$40.00</td>
<td>$50.00</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

*Acquatic Facility Rental is 2 hour minimum regardless of number of guests
** change to 5 guards 200-400 guests
The table below summarizes the financial impact of the proposed fee increase. Note the Town will continue to subsidize the operation of the Aquatic Center.

<table>
<thead>
<tr>
<th>Town of Chino Valley</th>
<th>Operating Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget 6/30/18</td>
<td>Projected 6/30/18</td>
</tr>
<tr>
<td></td>
<td>With Fee Increase</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Budget 6/30/2018</th>
<th>Projected 6/30/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entrance Fees</td>
<td>$49,000 64%</td>
<td>$55,000 67%</td>
</tr>
<tr>
<td>Concessions</td>
<td>$13,000 17%</td>
<td>$13,000 16%</td>
</tr>
<tr>
<td>Program Fees</td>
<td>$12,000 16%</td>
<td>$12,000 15%</td>
</tr>
<tr>
<td>Facilities Use Fees</td>
<td>$2,000 3%</td>
<td>$2,000 2%</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$76,000 100%</strong></td>
<td><strong>$82,000 100%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Budget 6/30/2018</th>
<th>Projected 6/30/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$81,197 38%</td>
<td>$81,197 38%</td>
</tr>
<tr>
<td>Benefits</td>
<td>$15,503 7%</td>
<td>$15,503 7%</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$109,100 51%</td>
<td>$109,100 51%</td>
</tr>
<tr>
<td>Capital</td>
<td>$10,000 5%</td>
<td>$10,000 5%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$215,800 100%</strong></td>
<td><strong>$215,800 100%</strong></td>
</tr>
</tbody>
</table>

| Net Loss            | ($139,800)       | ($133,800)         |
## Rate Change Calendar

<table>
<thead>
<tr>
<th>Date</th>
<th>Item</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/13/2018</td>
<td>Department Presents written report to Council</td>
<td></td>
</tr>
<tr>
<td>2/13/2018</td>
<td>Council Adopts Notice of Intention to increase rates and hold a</td>
<td>At least 60 days prior to public hearing</td>
</tr>
<tr>
<td></td>
<td>public hearing</td>
<td></td>
</tr>
<tr>
<td>2/23/2018</td>
<td>File copy of report and Notice of Intention to increase rates with</td>
<td>At least 60 days prior to public hearing</td>
</tr>
<tr>
<td></td>
<td>the Town Clerk and post on website</td>
<td></td>
</tr>
<tr>
<td>4/24/2018</td>
<td>Adopt Resolution</td>
<td>At least 60 days after notice of intent</td>
</tr>
<tr>
<td>5/24/2018</td>
<td>New Rate becomes effective</td>
<td>30 days after adoption</td>
</tr>
</tbody>
</table>
## Town of Chino Valley
### Aquatics Center Fee Schedule

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Chino Valley Proposed 2018 Season</th>
<th>Prescott Valley</th>
<th>Williams</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Daily Use</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages 0-2 Child</td>
<td>$0.00</td>
<td>$3.25</td>
<td>7 &amp; under $1.00</td>
</tr>
<tr>
<td>Ages 3-17 Child</td>
<td>$3.00</td>
<td>$3.25</td>
<td>8-18 $3.00</td>
</tr>
<tr>
<td>Ages 0-5 Child</td>
<td>n/a</td>
<td>$3.25</td>
<td>9-54 $4.00</td>
</tr>
<tr>
<td>Ages 6-17 Youth</td>
<td>n/a</td>
<td>$3.25</td>
<td>55+ $3.00</td>
</tr>
<tr>
<td>Ages 18-54 Adult</td>
<td>$4.00</td>
<td>$4.25</td>
<td></td>
</tr>
<tr>
<td>Ages 55 &amp; Older</td>
<td>$3.00</td>
<td>$3.25</td>
<td></td>
</tr>
<tr>
<td>Family - 5 immediate Family Members</td>
<td>$14.00</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td><strong>Season Passes</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages 0-2 Child</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages 3-17 Child</td>
<td>$85.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages 0-5 Child</td>
<td>n/a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages 6-17 Youth</td>
<td>n/a</td>
<td>$120.00</td>
<td></td>
</tr>
<tr>
<td>Ages 18-54 Adult</td>
<td>$140.00</td>
<td>$140.00</td>
<td></td>
</tr>
<tr>
<td>Ages 55 &amp; Older</td>
<td>$85.00</td>
<td>$120.00</td>
<td></td>
</tr>
<tr>
<td>Family - 5 immediate Family Members</td>
<td>$225.00</td>
<td>$320.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Family - Additional</td>
<td>$25.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Learn to Swim</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Youth 8 sessions, 30 minutes</td>
<td>$45.00</td>
<td>$40.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Adult 4 sessions, 1 hour</td>
<td>$45.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fitness Program Lessons - 9 sessions 1 hour</td>
<td>$45.00</td>
<td>$45.00</td>
<td></td>
</tr>
<tr>
<td>Private Lessons - 9 Session 1 hour</td>
<td>$20.00</td>
<td>$17.00</td>
<td></td>
</tr>
<tr>
<td><strong>Aquatic Facility Rental</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aquatic Facility, 2 hour minimum, 1 - 200 guests</td>
<td>$150.00</td>
<td>$95/hr + 3 guards</td>
<td></td>
</tr>
<tr>
<td>Lifeguards, minimum 3, 2 hour minimum 1 - 200 guests</td>
<td>$80.00</td>
<td>$12/hr/guard</td>
<td></td>
</tr>
<tr>
<td>Aquatic Facility, 2 hour minimum, 201-400</td>
<td>n/a*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lifeguards, minimum 3, 2 hour minimum</td>
<td>$130.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slide Rental</td>
<td>$40.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Acquatic Facility Rental is 2 hour minimum regardless of number of guests
** change to 5 guards 200-400 guests
RESOLUTION NO. 18-1115

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, INCREASING ADMISSION FEES FOR THE CHINO VALLEY AQUATIC CENTER; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, in 2016, the Arizona voters approved Proposition 206, increasing the minimum wage for Arizona workers, including Town employees; and

WHEREAS, the increase in minimum wage for Town employees at the Chino Valley Aquatic Center (the “Center”) is projected to result in a substantial loss to the Town if admission fees are not increased;

WHEREAS, the Town of Chino Valley Town Council recognizes the benefits to quality of life and to the public safety of Chino Valley occasioned by the Center and desires to continue to operate the Center; and

WHEREAS, a Notice of Intent to Increase Admission Fees for the Chino Valley Aquatic Center, in compliance with A.R.S. § 9-499.15, was posted on the homepage of the Town’s website for at least sixty days before the date of approval of this Resolution,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, that the Chino Valley Aquatic Center Admission fees are amended and increased to read as follows:

<table>
<thead>
<tr>
<th>Fee</th>
<th>2018 Season</th>
<th>2019 Season</th>
<th>2020 Season</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Daily Use</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages 0-2 Child</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Ages 3-17 Child</td>
<td>$ 3.00</td>
<td>$ 3.25</td>
<td>$ 3.50</td>
</tr>
<tr>
<td>Ages 18-54 Adult</td>
<td>$ 4.00</td>
<td>$ 4.25</td>
<td>$ 4.50</td>
</tr>
<tr>
<td>Ages 55 and Older</td>
<td>$ 3.00</td>
<td>$ 3.25</td>
<td>$ 3.50</td>
</tr>
<tr>
<td>Family – 5 immediate Family Members</td>
<td>$ 14.00</td>
<td>$ 15.00</td>
<td>$ 16.00</td>
</tr>
<tr>
<td><strong>Season Passes</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages 0-2 Child</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Ages 3-17 Child</td>
<td>$ 85.00</td>
<td>$ 90.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Ages 18-54 Adult</td>
<td>$140.00</td>
<td>$150.00</td>
<td>$160.00</td>
</tr>
<tr>
<td>Ages 55 &amp; Older</td>
<td>$ 85.00</td>
<td>$ 90.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Family – 5 immediate Family Members</td>
<td>$225.00</td>
<td>$225.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Family – Additional</td>
<td>$ 25.00</td>
<td>$ 25.00</td>
<td>$ 30.00</td>
</tr>
<tr>
<td><strong>Learn to Swim</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Youth – 8 sessions, 30 minutes each</td>
<td>$ 45.00</td>
<td>$ 50.00</td>
<td>$ 55.00</td>
</tr>
<tr>
<td>Adult – 4 sessions, 1 hour each</td>
<td>$ 45.00</td>
<td>$ 50.00</td>
<td>$ 55.00</td>
</tr>
<tr>
<td>Fitness Program Lessons – 9 sessions, 1 hour each</td>
<td>$ 45.00</td>
<td>$ 50.00</td>
<td>$ 55.00</td>
</tr>
<tr>
<td>Private Lessons – 9 sessions, 1 hour each</td>
<td>$ 20.00</td>
<td>$ 25.00</td>
<td>$ 30.00</td>
</tr>
</tbody>
</table>
Resolution No. 18-1115

April 24, 2018
Page 2

Pricing:

<table>
<thead>
<tr>
<th>Fee</th>
<th>2018 Season</th>
<th>2019 Season</th>
<th>2020 Season</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aquatic Facility Rental</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aquatic Facility, 2 hour minimum, 1-200 guests</td>
<td>$150.00</td>
<td>$160.00</td>
<td>$170.00</td>
</tr>
<tr>
<td>Lifeguards, minimum 3, 2 hour minimum 1-200 guests</td>
<td>$ 80.00</td>
<td>$ 90.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Aquatic Facility, 2 hour minimum, 201-400 guests</td>
<td>n/a*</td>
<td>n/a*</td>
<td>n/a*</td>
</tr>
<tr>
<td>Lifeguards, minimum 3, 2 hour minimum</td>
<td>$130.00</td>
<td>$150.00</td>
<td>$170.00</td>
</tr>
<tr>
<td>Slide Rental</td>
<td>$ 40.00</td>
<td>$ 50.00</td>
<td>$ 60.00</td>
</tr>
</tbody>
</table>

*Aquatic Facility Rental is 2 hour minimum regardless of number of guests
**Change to 5 lifeguards for 200-400 guests

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of April, 2018.

Darryl Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 18-1115 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on April 24, 2018, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk
AGENDA ITEM TITLE:
Consideration and possible action to approve a Conditional Use Permit (CUP 18-002) for approximately 2.82 acres of real property generally located 274 feet north of the northwest corner of West Road 3 North and State Route 89 at 2062 North State Route 89 to allow the installation and replacement of an electronic sign in the CL (Commercial Light) zoning district. (Jason Sanks, Development Services Director)

RECOMMENDED ACTION:
Move to approve Conditional Use Permit (CUP 18-002) for approximately 2.82 acres of real property located at 6062 North State Route 89 to permit the proposed electronic sign in the CL (Commercial Light) zoning district, subject to the conditions recommended by staff.

SITUATION AND ANALYSIS:

Issue Statement
See attached Staff Report

Conditions recommended by staff

1) The electronic sign shall not contain any form of animation and must remain static for at least eight seconds with a transition time of no greater than two seconds. If the Town and/or Arizona Department of Transportation ("ADOT") develop more stringent requirements for static and transition time code for electronic signs, the sign that is subject to this Use Permit shall be modified to comply.

2) If the Town receives complaints from community residents of excessive brightness or glare at night, the applicant shall submit sign modification plans to the Development Services Department for review and approval that ensure brightness and glare are reduced to satisfactory levels.

3) Information displayed on the electronic sign shall be exclusive to activities and events that occur only on the premises, in compliance with ADOT regulations (A.R.S. §§ 28-2901 through 28-2915 and A.A.C. .)
§§ R17-3-701 and R17-3-701.01) and the Town’s prohibition of off-site commercial signs.

Applicable “Policy”

Satisfaction of “Policy”

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: None
If Yes, Budget Code: Available:
Funding Source:

Attachments

St. Catherine Draft CUP Letter
St. Catherine_Staff Report
April __, 2018

St. Catherine Laboure Roman Catholic Mission Chino Valley
P.O. Box 152
Chino Valley, AZ 86323

RE: Conditional Use Permit (C18-002)
St. Catherine Laboure Electronic Sign

On April 24, 2018, the Chino Valley Town Council approved a Conditional Use Permit in the above-referenced case for approximately 2.82 acres of property located at 2062 North State Route 89, as shown on Exhibits 1 (legal description) and 2 (map), which are attached hereto and incorporated herein. The minutes from the Town Council meeting are available from the Town Clerk or online at chinoaz.net.

The Use Permit permits an electronic sign use in the Commercial Light zoning district. The use and operation permitted by the Use Permit shall substantially conform to the Design Plan, attached hereto and incorporated herein as Exhibit 3.

This Use Permit is subject to the following conditions:

1) The electronic sign shall not contain any form of animation and must remain static for at least eight seconds with a transition time of no greater than two seconds. If the Town and/or Arizona Department of Transportation (“ADOT”) develop more stringent requirements for static and transition time code for electronic signs, the sign that is subject to this Use Permit shall be modified to comply.

2) If the Town receives complaints from community residents of excessive brightness or glare at night, the applicant shall submit sign modification plans to the Development Services Department for review and approval that ensure brightness and glare are reduced to satisfactory levels.

3) Information displayed on the electronic sign shall be exclusive to activities and events that occur only on the premises, in compliance with ADOT regulations (A.R.S. §§ 28-2915 and A.A.C. §§ R17-3-701 and R17-3-701.01) and the Town’s prohibition of off-site commercial signs.
This Use Permit is subject to all limitations set forth in the Chino Valley Unified Development Ordinance and in this Use Permit, including termination and/or revocation. If either commencement of the use or commencement of construction, pursuant to a valid building permit, has not occurred within 2 years of the effective date of this Use Permit, this Use Permit will automatically expire. The effective date of this Use Permit is the date upon which conditions 1 through 3, above, have been satisfied, determined by the Development Service Director.

Please ensure that all public hearing notice signs installed on the site, if any, are removed immediately.

If you have any questions regarding this Use Permit, please contact Alejandro Lerma at 928-636-2646 Ext. 1295 or by email at alerma@chinoaz.net.

Sincerely,

Alejandro Lerma
Planner

Enclosure (Exhibits): 1. Legal Description
                    2. Map
                    3. Site Plan
Exhibit 1 – Legal Description
PARCEL NO. 1:

All that portion of the Southwest quarter of the Southeast quarter of Section 10, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, lying West of the West right-of-way line of the Prescott-Ash Fork Highway.

(U.S. Highway 89) as such Highway existed July 22, 1936, described as follows:

BEGINNING at the Southeast corner of the above described tract;
then North 2 degrees 34 minutes 28 seconds East, 260.89 feet along the West right-of-way line of said U. S. Highway 89 to the TRUE POINT OF BEGINNING;
then continuing North 2 degrees 34 minutes 28 seconds East, 104.35 feet along said right-of-way line;
then South 89 degrees 52 minutes 36 seconds West, 417.42 feet;
then South 2 degrees 34 minutes 28 seconds West, 104.35 feet;
then North 89 degrees 52 minutes 36 seconds East, 417.42 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

All that portion of the Southwest quarter of the Southeast quarter of Section 10, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, lying West of the West right-of-way line of the Prescott-Ash Fork Highway (U.S. Highway 89) as such Highway existed July 22, 1936, described as follows:

BEGINNING at the Southeast corner of the above described tract;
then North 2 degrees 34 minutes 28 seconds East, 365.24 feet along the West right-of-way line of said U. S. Highway 89 to the TRUE POINT OF BEGINNING;
then continuing North 2° 34' 28" East, 156.53 feet along said right-of-way line;
then South 89 degrees 52 minutes 36 seconds West, 417.42 feet;
then South 2 degrees 34 minutes 28 seconds West, 156.53 feet to a point lying South 89 degrees 52 minutes 36 seconds West, 417.42 feet from a point on said right-of-way line, which lies North 2 degrees 34 minutes 28 seconds East, 365.24 feet from the Southeast corner of the above described tract;
then North 89 degrees 52 minutes 36 seconds East, 417.42 feet to the TRUE POINT OF BEGINNING.

Parcel No. 3

All that portion of the Southwest quarter of the Southeast quarter of Section 10, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

BEGINNING at the Northeast corner of that certain parcel of land described in the instrument filed for record in Book 1172, pages 157 and 158, Official Records of Yavapai
County;

Thence North 02 degrees 44 minutes 51 seconds East, a distance of 1,69 feet along the West right of way line of U.S. Highway 89 to a found ADOT brass cap right of way marker;

Thence North 87 degrees 11 minutes 00 seconds West, a distance of 49.98 feet along the said West right of way line to a found ADOT brass cap right of way marker;

Thence North 02 degrees 43 minutes 22 seconds East, a distance of 28.47 feet along the said West right of way line to the Southeast corner of Lot 95, amended Plat of Luna Estates, as shown on the map filed for record in Book 17 of Maps, page 71, Official Records of Yavapai County;

Thence South 89 degrees 51 minutes 51 seconds West, a distance of 375.31 feet along the South line of Lots 95 and 94 of said Amended Plat of Luna Estates, to an existing fence;

Thence South 02 degrees 13 minutes 01 seconds West, a distance of 31.24 feet along said fence to its intersection with the Westerly prolongation of the North line of said certain parcel;

Thence South 89 degrees 56 minutes 27 seconds East, a distance of 7.58 feet along said prolongation to the Northwest corner of said certain parcel;

Thence continuing South 89 degrees 56 minutes 27 seconds East, a distance of 417.42 feet along said North line to the POINT OF BEGINNING;

Parcel No. 4:

All that portion of the Southwest quarter of the Southeast quarter of Section 10, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

BEGINNING at the Northwest corner of that certain parcel of land described in the instrument filed for record in Book 1172, pages 157 and 158, Official Records of Yavapai County;

Thence South 02 degrees 44 minutes 51 seconds West, a distance of 260.89 feet along the West line of said certain parcel to the Southwest corner of that certain parcel described in the instrument filed for record in Book 1172 pages 155 and 156, Official records of Yavapai County;

Thence North 89 degrees 56 minutes 27 seconds West, a distance of 5.17 feet along the Westerly prolongation of the South line of said certain parcel in Book 1172, pages 155 and 156 to its intersection with an existing fence;

Thence North 02 degrees 13 minutes 01 seconds East, a distance of 260.76 feet along said fence to its intersection with the Westerly prolongation of the North line of said certain parcel in Book 1172, pages 157 and 156;
Thence South 89 degrees 56 minutes 27 seconds East, a distance of 7.58 feet along said prolongation to the POINT OF BEGINNING.

Parcel No. 5:

Lots 93, 94 and 95, Amended Plat of Luna Estates, according to Book 17 of Maps, Page 71, records of Yavapai County, Arizona.
Exhibit 2 – Map
EXHIBIT 2

CUP-000002: St. Catherine Labure

Applicant: St. Catherine Labure Church
Request: New Sign - 12' Height
Location: 2060 N State Route 89 Chino Valley, AZ, 86323
APN: 306-14-007E

Subject Property
Exhibit 3 – Design Plan
Manufacture and install double sided pylon sign with LED illuminated cabinet.

Faces made from reverse routed 1/8" aluminum and painted to match 220-58 Burgundy, with 3/16" white acrylic backers.

Shroud finished in medium texture Montex and painted Rustic Adobe (SW 7708).

Address numbers routed in 1/4" aluminum painted to match 220-58 Burgundy and flush mounted to shroud.

LED reader panels with wireless communication.
APPLICATION SUMMARY

File Number: C18-000002
Assessor’s Parcel Number: 306-14-007E
Site Location: Located approximately 270 feet north of the northwest corner of West Road 3 North and State Route 89 intersection at 2062 North State Route 89.
Property Owner: St. Catherine Laboure Church
Applicant: A & B Signs Co. Inc. (Bryan Wieweck)
Request: Request for to amend the Conditional Use Permit (CUP) to allow the installation and replacement of an electrical sign.

SITE DATA

<table>
<thead>
<tr>
<th>Existing Zoning</th>
<th>CL (Commercial Light)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Size</td>
<td>2.82 acres (approximately 122,839 sq. ft.)</td>
</tr>
<tr>
<td>Subdivision</td>
<td>N/A</td>
</tr>
<tr>
<td>General Plan Land Use Designation</td>
<td>Commercial/ Multi-Family Residential</td>
</tr>
<tr>
<td>Existing Land Use</td>
<td>Community Church</td>
</tr>
</tbody>
</table>

BACKGROUND

SITE DESCRIPTION

The subject property is approximately 270 feet north of the northwest corner of West Road 3 North and State Route 89 intersection at 2062 North State Route 89. The property currently accessed via North State Route 89. The site is identified with the CL (Commercial Light) zoning district under the Town of Chino Valley UDO (Unified Development Ordinance). The parcel is identified with a Land Use Designation of Commercial/ Multi-Family Residential under the Town of Chino Valley General Plan Potential Land Use Map. The site is accessed going north on State Route 89. Existing improvements on the property include a 9038 sq. ft. Church building, a modular classrooms, and a mobile home. (See Figure 1.)

PROJECT DESCRIPTION & HISTORY

With its close proximity to State Route 89, St. Catherine Laboure Church would like to replace its previous sign with a freestanding monument sign with a digital display. The double-sided digital display portion of
the freestanding monument sign will be approximately 15 sq. ft. in area (28.3” X 75.5”) and the LED reader panels will be in 16mm hi-resolution RGB (red-green-blue) with wireless communication. The electronic information centers will have a light sensor built in to them to automatically dim as the ambient light decreases. The new free standing monument sign will be located at least 6 feet from property line and will conform to the development standards set forth by the Commercial Light zoning district. (See Figure 2)

Originally the applicable was granted a CUP to allow a free standing monument sign which included a light emitting diode (LED) Message reader board through Ordinance No 13-770 and passed on June 25th, 2013. (See Figure 3) The LED message reader board that was approved was 32 sq. ft. in area and was approximately 3’ above ground level. With damages to the sign caused by a car accident, the property owners decided to completely remove the approved sign.

The property owners submitted plans for the construction of a new sign at the beginning of this year. The proposed sign substantially differed from the one previously approved by council in 2013. Although the electronic display portion of the proposed sign abides by requirements set forth by the sign standards in the UDO, Staff believes that the increase in high from the three (3) feet above ground level that was approved originally in 2013, to the now proposed six (6) feet in the new design plan merits review and approval by Council in addition to the signs being location long a major thoroughfare along State Route 89.

**APPLICABLE STATUTES/ ORDINANCES**

4.21.3 GENERAL SIGN REGULATIONS

A. The regulations, requirements, and provisions set forth in this Chapter shall apply to all signs erected, placed, or constructed within the Town.

B. All signs shall be structurally designed, constructed, erected, and maintained in conformance with all applicable Technical Codes and regulations.

C. Signs shall not be constructed or located in a manner that interferes with pedestrian or vehicular travel, obstructs free and clear vision of traffic, poses a hazard to either pedestrians or vehicles, or in such a manner to confuse, distract, or interfere with traffic and/or pedestrians.

D. Signs shall be located a minimum of six feet (6') from property lines.

E. All signs and sign structures, conforming and non-conforming, shall be maintained in good order, repair, and appearance at all times so as not to constitute a danger or hazard to the public safety or create visual blight as determined by the Zoning Administrator or his/her designee.

F. All illuminated signs shall comply with Section 4.24 Outdoor Lighting including, but not limited to, Subsection 4.24.4 General Requirements, Subsection (P).

G. A non-commercial sign may be located in any location that a commercial sign is permitted and shall comply with the regulations set forth in this Chapter for that location. (Ord. 17-819, passed 3-14-2017)
4.21.5 SIGN STANDARDS

B. Freestanding Signs

<table>
<thead>
<tr>
<th>USE</th>
<th>ZONING DISTRICT</th>
<th>MAXIMUM AREA</th>
<th>MAXIMUM HEIGHT</th>
<th>STANDARDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shopping Centers or Commercial Centers</td>
<td>CL, CH, I, PL and OS</td>
<td>See Speed Limit Table 4.21.5.B-2</td>
<td>One sign may be permitted for every 500 ft. of street frontage; Maximum of 2 signs per street frontage. Individual buildings within the development and/or the PAD sites within the commercial center shall not be considered as separate developments for signage purposes. May be illuminated.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Speed Limit Table 4.21.5.B-2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Speed Limit of Adjacent Roadway</strong></td>
</tr>
<tr>
<td><strong>Speed Limit of Adjacent Roadway</strong></td>
</tr>
<tr>
<td><strong>Maximum Area</strong></td>
</tr>
<tr>
<td><strong>Maximum Height</strong></td>
</tr>
</tbody>
</table>

C. Electronic Signs

<table>
<thead>
<tr>
<th>Uses</th>
<th>Zoning District</th>
<th>Maximum Area</th>
<th>Maximum Height</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CL, CH, I, PL, and OS</td>
<td>Electronic Signs: Per Use Permit</td>
<td>Electronic Signs: Per Use Permit</td>
<td>Electronic Signs: As conditioned in Use Permit.</td>
</tr>
<tr>
<td></td>
<td>CL, CH, I, PL, and OS</td>
<td>Reader Panel Signs: 32 sq. ft.</td>
<td>Reader Panel Signs: 14 feet</td>
<td>8 foot minimum height to bottom of sign panel.</td>
</tr>
</tbody>
</table>

SURROUNDING PROPERTIES ZONING AND LAND USES

The area is predominantly made up of low density single family residences and commercial properties. The properties directly north and west are zoned CL (Commercial Light) and are currently vacant. To the south, properties are zoned CL (Commercial Light), the property directly south is a single family residence and further south is located a commercial center. To the east, adjacent State Route 89, properties are zoned CL (Commercial Light). Land uses include a single family residence, vacant land and an auto shop.
<table>
<thead>
<tr>
<th>AREA</th>
<th>ZONING</th>
<th>GENERAL PLAN LAND USE DESIGNATION</th>
<th>EXISTING LAND USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>CL</td>
<td>Commercial/ Multi-Family Residential</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>West</td>
<td>CL</td>
<td>Commercial/ Multi-Family Residential</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>South</td>
<td>CL</td>
<td>Commercial/ Multi-Family Residential</td>
<td>Single Family Residence, Commercial Center</td>
</tr>
<tr>
<td>East</td>
<td>CL</td>
<td>Commercial/ Multi-Family Residential</td>
<td>Single Family Residence, Vacant Land, Auto Shop</td>
</tr>
</tbody>
</table>

PUBLIC REVIEW PARTICIPATION

The Town Staff notified property owners within a 300’ radius, resulting in fourteen (14) letters to surrounding property owners. Property owners received a copy of the design plan proposed by the applicant. To date, no responses to those letters have been received by the Town.

The item went before the Planning and Zoning Commissions on April 3, 2018. At said meeting the Commission had no issues or concerns regarding the proposed sign and agreed with Staff on the conditions of approval. The Commission forwarded a recommendation of approval to Town Council with several conditions. Vote: 6-0 Passed-Unanimously

| STAFF ANALYSIS AND RECOMMENDATION |

GENERAL PLAN CONFORMANCE

The current CL (Commercial Light) is in conformance with the 2014 Chino Valley General Plan’s Future Land Use Map, which places the property in a Commercial/Multi-Family Residential Land Use. The property’s land use of a community church has been the same in the previous years and will continue to do so in the near future.

CONSISTANCY WITH THE ZONING ORDINANCE

The parcels current zoning district is CL (Commercial Light). Historically the land use of the property has been that of a community church and has abide by the development standards set forth by the Commercial Light zoning district. The purpose of the Commercial Light district is:

“to provide for neighborhood amenity and some general commercial uses. Land use is composed chiefly of retail and service businesses, offices, and apartments, together with necessary accessory uses.”

The existing land use of a community church is already permitted within the Commercial Light district. The proposed sign is also an allowable use, subject to CUP approval.
TRAFFIC HAZARD OR CONGESTION:

The lighting of the sign will make the sign more visible to traffic. A concern with electronic/digital display is the fact that the message changes every few seconds and has the potential to distract motorists. The Town’s sign regulations do not dictate requirements regarding a time frame between the changing of messages in an effort to minimize the potential for distraction. The applicant has indicated that the electronic information center will use a light sensor built in to automatically dim as the ambient light decreases.

Arizona Revised Statutes §§ 28-7901, 28-7902, and 28-7903 relate to the regulation and control of electronic outdoor advertising located along Arizona highways. Section 28-9702E1 states that electronic outdoor advertising signs must not contain any form of animation and must remain static for at least eight seconds with a transition time of no greater than two seconds. Since this sign will be located on SR-89, staff has proposed matching this criteria in the conditions of approval for the CUP.

ON-PREMISE VS OFF-PREMISE SIGNS:

Signs abutting ADOT right of way are either categorized as On-Premise or Off-Premise signs. ADOT defines an On-Premise as a “sign that is located on the premises of the activity that the sign advertises. The premises is defined as “that land that is actually used and integral to the activity. If the sign advertises only the activity on the premises, it is exempt from the State’s requirements for size, location, and spacing and does not need an Arizona Outdoor Advertising Permit.”

Furthermore ADOT defines an Off-Premise Sign as “signs that are located on premises other than where the activity, service or production that the sign advertises is located. The State’s regulations control the size, location, spacing, and lighting of billboards that are along the regulated highways. An Arizona Outdoor Advertising Permit is required before erecting or maintaining a billboard along a regulated highway. This is in addition to any permit that is required by the local governing jurisdiction.”

The information displayed on the proposed church sign will need to stay exclusive to the property and its activities to be considered an On-Premise sign. This means that if church wants to advertise sponsored community events, those events will need to be conducted on site. If in the future church wishes to display information not related to the site itself, ADOT will consider it a billboard and an Off-Premise Sign.

STAFF RECOMMENDATION

Staff and Planning and Zoning Commission recommend an approval for a Conditional Use Permit for the proposed electrical display for St. Catherine Laboure Catholic Church, subject to the following conditions:

1) The electronic sign shall not contain any form of animation and must remain static for at least eight seconds with a transition time of no greater than two seconds. If the Town and/or Arizona Department of Transportation ("ADOT") develop more stringent requirements for static and transition time code for electronic signs, the sign that is subject to this Use Permit shall be modified to comply.

2) If the Town receives complaints from community residents of excessive brightness or glare at night, the applicant shall submit sign modification plans to the Development Services Department for review and approval that ensure brightness and glare are reduced to satisfactory levels.
3) Information displayed on the electronic sign shall be exclusive to activities and events that occur only on the premises, in compliance with ADOT regulations (A.R.S. §§ 28-2901 through 28-2915 and A.A.C. §§ R17-3-701 and R17-3-701.01) and the Town’s prohibition of off-site commercial signs.
FIGURE 2. Proposed Design Plan

Manufacture and install double sided pylon sign with LED illuminated cabinet.

Faces made from reverse routed 1/8" aluminum and painted to match 220-58 Burgundy, with 3/16" white acrylic backers.

Shroud finished in medium texture Montex and painted Rustic Adobe (SW 7708).

Address numbers routed in 1/4" aluminum painted to match 220-58 Burgundy and flush mounted to shroud.

LED reader panels with wireless communication.
AGENDA ITEM TITLE:
Consideration and possible action to approve Ordinance No. 18-844 rezoning approximately 44 acres of real property generally located on the northeast corner of North Road 1 East and East Perkinsville Road at 1204 East Perkinsville Road, from AR-5 (Agricultural Residential-5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential-7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development Overlay zoning district to modify the SR-0.16 zoning district development standards. (Jason Sanks, Development Service Director)

RECOMMENDED ACTION:
Move to approve Ordinance No. 18-844 rezoning approximately 44 acres of real property generally located on the northeast corner of North Road 1 East and East Perkinsville Road at 1204 East Perkinsville Road, from AR-5 (Agricultural Residential- 5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential- 7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development Overlay zoning district subject to the conditions recommended by staff.

SITUATION AND ANALYSIS:

Issue Statement
See attached Staff Report.

Conditions recommended by staff

1. The development shall be in general conformance with the Conceptual Site Plan, Perimeter Wall Plans and Landscape Plan, as approved or modified by the Town’s Development Services Director, with specific regard to the following:

a) Location of pedestrian multi-use trail providing connectivity to Perkinsville Road;

b) Perimeter landscaping along Perkinsville Road and Road 1 East; and

c) Location of park including that two (2) picnic tables, one (1) tot lot, and one (1) Ramada shall be provided.
2. The developer shall work with the Public Works Director in establishing a viable pull out for future public transportation.

Subject to the following modified underlying SR-0.16 Development Standards

<table>
<thead>
<tr>
<th>Minimum Lot Area</th>
<th>SR-0.16 Standards</th>
<th>Proposed SR-0.16 PAD Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Frontage</td>
<td>50 ft.</td>
<td>50 ft.</td>
</tr>
<tr>
<td>Minimum Building Setback from Arterial – E. Perkinsville Rd. (Ref. Section 4.28)</td>
<td>50 ft.</td>
<td>25 ft. *</td>
</tr>
<tr>
<td>Minimum Building Setback from Arterial- Road 1 East (Ref. Section 4.28)</td>
<td>50 ft.</td>
<td>50 ft.</td>
</tr>
<tr>
<td>Minimum Building Setback from Arterial- Road 3 North (Ref. Section 4.28)</td>
<td>50 ft.</td>
<td>20 ft. *</td>
</tr>
<tr>
<td>Minimum Front Yard Setback (Section 4.28)</td>
<td>25 ft.</td>
<td>15 ft. * to livable</td>
</tr>
<tr>
<td>Minimum Side Yard Setback</td>
<td>10 ft.</td>
<td>5 ft. /10 ft. (15 ft. total)*</td>
</tr>
<tr>
<td>Minimum Side Street Yard Setback from Local Street (Section 4.28)</td>
<td>20 ft.</td>
<td>10 ft. *</td>
</tr>
<tr>
<td>Minimum Rear Yard Setback</td>
<td>10 ft.</td>
<td>10 ft.</td>
</tr>
<tr>
<td>Maximum Building Height</td>
<td>25 ft.</td>
<td>2 stories/ 30 ft. *</td>
</tr>
<tr>
<td>Accessory Building</td>
<td>5 ft. side / 10 ft. rear</td>
<td>5 ft. side / 5 ft. rear*</td>
</tr>
<tr>
<td>Maximum Lot Coverage</td>
<td>50 %</td>
<td>55%*</td>
</tr>
</tbody>
</table>

*INDICATES A MODIFICATION TO THE STANDARD

Applicable “Policy”

Satisfaction of “Policy”

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:
Attachments

Perkinsville40_Ordinance
Perkinsville40 Staff Report
ORDINANCE NO. 18-844

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 44.3 ACRES OF REAL PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF NORTH ROAD 1 EAST AND EAST PERKINSVILLE ROAD AT 1204 EAST PERKINSVILLE ROAD, FROM AR-5 (AGRICULTURAL RESIDENTIAL- 5 ACRE MINIMUM) ZONING DISTRICT TO SR-0.16 (SINGLE FAMILY RESIDENTIAL- 7,000 SQUARE FOOT MINIMUM LOT AREA) ZONING DISTRICT WITH A PLANNED AREA DEVELOPMENT OVERLAY DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Town of Chino Valley Official Zoning Map to change the zoning for a ± 44.3 acre parcel of real property from AR-5 (Agricultural Residential- 5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential- 7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development overlay district; and

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Chino Valley General Plan and any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

WHEREAS, the Planning and Zoning Commission recommends approval of the rezoning; and

WHEREAS, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

Section 1. In General.

1.1 The recitals above are hereby incorporated as if fully set forth herein.

1.2 The Official Zoning Map is hereby amended for property consisting of approximately 44.3 acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, from AR-5 (Agricultural Residential- 5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential- 7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development overlay district, subject to the Town of Chino Valley adopted codes, requirements, standards and regulations and the following stipulations:
A. The development shall be in general conformance with the Conceptual Site Plan, Perimeter Wall Plans and Landscape Plan, as approved or modified by the Town’s Development Services Director, with specific regard to the following:

(1) Location of pedestrian multi-use trail providing connectivity to Perkinsville Road;
(2) Perimeter landscaping along Perkinsville Road and Road 1 East; and
(3) Location of park including that two picnic tables, one tot lot, and one Ramada shall be provided.

B. The developer shall work with the Public Works Director in establishing a viable pull-out for future public transportation.

C. The property shall be subject to the following modified underlying SR-0.16 Development Standards:

<table>
<thead>
<tr>
<th></th>
<th>SR-0.16 Standards</th>
<th>Proposed SR-0.16 PAD Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>7,000 sq. ft.</td>
<td>7,000 sq. ft.</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>50 ft.</td>
<td>50 ft.</td>
</tr>
<tr>
<td>Minimum Building Setback</td>
<td>50 ft.</td>
<td>25 ft. *</td>
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<td></td>
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<td>from Arterial- Road 1 East (Ref. Section 4.28)</td>
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</tr>
<tr>
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<td>50 ft.</td>
<td>20 ft. *</td>
</tr>
<tr>
<td>from Arterial- Road 3 North (Ref. Section 4.28)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Front Yard Setback</td>
<td>25 ft.</td>
<td>15 ft. * to livable</td>
</tr>
<tr>
<td>(Section 4.28)</td>
<td></td>
<td>20 ft. * to garage (driveway)</td>
</tr>
<tr>
<td>Minimum Side Yard Setback</td>
<td>10 ft.</td>
<td>5 ft. /10 ft. (15 ft. total)*</td>
</tr>
<tr>
<td>Minimum Side Street Yard</td>
<td>20 ft.</td>
<td>10 ft. *</td>
</tr>
<tr>
<td>Setback from Local Street (Section 4.28)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Rear Yard Setback</td>
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<td>Accessory Building</td>
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</tr>
<tr>
<td>Maximum Lot Coverage</td>
<td>50 %</td>
<td>55%*</td>
</tr>
</tbody>
</table>

*INDICATES A MODIFICATION TO THE STANDARD

1.3 The Property described in Paragraph 1.2 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance.
Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section 4. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of April, 2018 by the following vote:

AYES: ________________  ABSENT: ________________
NAYS: ________________  ABSTAINED: ________________

Darryl Croft, Mayor

ATTEST:  APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk  Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 18-844 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 24th DAY OF APRIL, 2018, WAS POSTED IN THREE PLACES ON THE _____ DAY OF ______________, 20__.

Jami C. Lewis, Town Clerk
EXHIBIT 1
TO
ORDINANCE NO. 18-844

[Legal Description]

See following pages.
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA,
AND IS DESCRIBED AS FOLLOWS:

All that portion of Government Tract 53, in Section 14, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Southwest corner of Tract 40 which is a common corner to an angle point on the Easterly line of said Tract 53 and marked with a GLO brass capped pipe monument;

Thence, North 89° 56’ 55” West, along the North line of said Section 14, a distance of 1016.48 feet to the Northeast corner of Parcel II as recorded in Book 3627 of Official Records, Page 489, in the office of the Yavapai County Recorder;

Thence, South 00° 07’ 29” East, along the East line of said Parcel II, a distance of 630.00 feet to the Southeast corner of said Parcel II;

Thence, North 89° 56’ 55” West, along the South line of said Parcel II, a distance of 300.00 feet to a point on the West line of said Section 14;

Thence, South 00° 07’ 29” East, along the West line, 691.97 feet to the Southwest corner of said Tract 53;

Thence, North 89° 56’ 54” East, along the South line of said Tract 53, a distance of 1648.83 feet to a point on the West line of that parcel described in Book 3410 of Official Records, Page 831, in the office of the Yavapai County Recorder;

Thence North 00° 10’ 21” West, along the West line of said parcel, 1319.29 feet to a point on the South line of said Tract 40;

Thence, North 89° 59’ 50” West, along said South line, 331.25 feet to the POINT OF BEGINNING.
EXHIBIT 2
TO
ORDINANCE NO. 18-844

[Zoning Exhibit]

See following pages.
Z17-000014: Perkinsville Road 40

Applicant: Lindsay Schube/ Gammage & Burnham PLC

Request: Agriculture Residential (AR-5) to Single Family Residential SR-0.16 PAD

Location: 1204 E Perkinsville Road Chino Valley, AZ, APN- 306-18-009H
APPLICATION SUMMARY

File Number: ZC17-000014

Assessor’s Parcel Number: 306-18-009H

Site Location: Located on the northeast corner of East Perkinsville Road and North Road 1 East intersection at 1204 East Perkinsville Road, Chino Valley, AZ 86323

Property Owner: PerkAZ Property LLC

Applicant: Gammage & Burnham PLC, Lindsay Schube

Request: Request for a zone change from AR-5 (Agricultural Residential - 5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential – 7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development overlay

SITE DATA

<table>
<thead>
<tr>
<th>Existing Zoning</th>
<th>(AR-5) Agricultural Residential- 5 Acre Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Size</td>
<td>44.3 acres (approximately 1,929,708 sq. ft.)</td>
</tr>
<tr>
<td>Subdivision</td>
<td>N/A</td>
</tr>
<tr>
<td>General Plan Land Use</td>
<td>Medium Density Residential (2 ac or less)</td>
</tr>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Existing Land Use</td>
<td>Single Family Residence</td>
</tr>
</tbody>
</table>

BACKGROUND

SITE DESCRIPTION

The subject property is located on the northeast corner of East Perkinsville Road and North Road 1 East intersection at 1204 East Perkinsville Road. The site is currently zoned AR-5 (Agricultural Residential- 5 Acre Minimum) under the Town of Chino Valley Unified Development Ordinance. The parcel is identified with a Land Use Designation of Medium Density Residential (2 ac or less under the Town of Chino Valley General Plan Potential Land Use Map. The site is accessed via a private driveway from East Perkinsville Road. Existing improvements on the property include a vacant residence, accessory structures, vacant greenhouse structures on a concrete pad, and livestock fencing. See Figure 1.
SURROUNDING PROPERTIES AND LAND USES

The area is predominantly comprised of medium and low density single family residential properties. The subject property is bounded on the south by East Perkinsville Road, on the west by North Road 1 East, on the north by East Road 3 North, and on the east by the Chino Valley Nursery.

The properties to the north are zoned AR-5 (Agricultural Residential- 5 Acre Minimum), SR-1 (Single Family Residential- 1 Acre Minimum) and CL (Commercial Light) with vacant land and single family residential properties. To the west properties are zoned SR-1 (Single Family Residential- 1 Acre Minimum), CL (Commercial Light) and PL (Public Land). Those properties to the west are identified as single family residential properties and a storage mill. To the south parcels are zoned AR-5 (Agricultural Residential-5 Acre Minimum), SR-2.5 (Single Family Residential- 2.5 Acre Minimum) and PL (Public Land), CL (Commercial Light) and SR-0.16 (Single Family Residential – 7,000 Square Foot Minimum Lot Area). The south area is comprised of single family residence, vacant land and the Towns recreational center. To the east, the property is zoned AR-5 (Agricultural Residential- 5 Acre Minimum) and is identified as the Chino Valley Nursery, currently vacant. See Figure 2

<table>
<thead>
<tr>
<th>AREA</th>
<th>ZONING</th>
<th>GENERAL PLAN LAND USE DESIGNATION</th>
<th>LAND USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>AR-5, SR-1, and CL</td>
<td>Medium Density Residential (2ac or less)</td>
<td>Single Family Residence, Vacant</td>
</tr>
<tr>
<td>West</td>
<td>SR-1, CL, PL</td>
<td>Medium Density Residential (2ac or less)</td>
<td>Single Family Residence, Vacant, Storage Mill</td>
</tr>
<tr>
<td>South</td>
<td>CL, CH, MR-1/MHP-4</td>
<td>Medium Density Residential (2ac or less)</td>
<td>Single Family Residence, Vacant, Town Recreational Center</td>
</tr>
<tr>
<td>West</td>
<td>AR-5</td>
<td>Medium Density Residential (2ac or less)</td>
<td>Vacant Nursery</td>
</tr>
</tbody>
</table>
PROJECT DESCRIPTION

The applicant requests to rezone the property from AR-5 (Agricultural Residential- 5 Acre Minimum) zoning district to SR-0.16 PAD (Single Family Residential- 7,000 Square Foot Minimum) zoning district with a Planned Area Development Overlay to create a new single-family residential community known currently as Perkinsville Road 40. The proposed SR-0.16 zoning district is consistent with the Medium Density Residential (2 ac or less) General Plan land use designation.

The Conceptual Site Plan proposes 159 (minimum 56’ x 125’) single-family lots for individual ownership with a corresponding density of approximately 3.6 dwelling units per gross acre. (See Exhibit A- Concept Plan) Primary access to the community will be provided from North Road 1 East and East Perkinsville Road. The majority of the lots in the Conceptual Site Plan are oriented in a north-south direction around four (4) east-west streets. The north-south spine street and large open space amenity areas split the two grids of lots.

The applicant has thoughtfully designed Perkinsville Road 40 to meet current and future housing demands. The project’s proximity to Old Home Manor Industrial Park and transportation corridors makes it uniquely suited to accommodate the proposed density. Moreover, building new housing on smaller lots in an area served by public sewer and water results in a more efficient use of land and allows for more diverse housing opportunities.

With the PAD overlay, the applicant modified development standards are supported by the provision of meaningful open space amenities and landscape tracts. This includes landscaped buffers at the project perimeter adjoining existing roadways. The minor deviations from standard requirements are reasonable considering the overall quality of the project.
Landscape/ Open Space/ Amenities

The project’s location, adjacent to the Chino Valley Community Center Park (Town Park), will provide future residents of this community with easy access to an aquatic center, baseball and softball fields, playgrounds, soccer fields, and sand volleyball courts. The open space within the Project will provide both passive and active amenities and will provide pedestrian connection to the vast indoor and outdoor recreational opportunities offered at the Town Park.

Perkinsville Road 40 is plans to include 6.4 acres of open space, making up 14% of the gross project area. (See Exhibit B- Landscape Plan) These common open spaces will include several passive open spaces areas, located in the middle of the Project will be located a central park with active recreational amenities, and a multi-use pedestrian trail that forms the backbone of the community by creating connectivity and opportunities for interaction among residents.

The centrally located neighborhood park consists of approximately 1.3 acres and is directly accessible from multi-use trails and sidewalks. In addition to the recreational opportunities offered at the Town Park south of the Project, amenities in the central park will include two (2) picnic tables, one (1) tot lot, one (1) Ramada, seating areas, and shade trees.

The project design will include multi-use trails and will serve as the social backbone of the neighborhood and will connect to the sidewalks along adjacent public roadways, as well as the Town Park. The multi-use trail corridor will be designed as a tree-lined, detached path with landscaping and shade.

The Project design will provide future residents with a heightened sense of place and arrival with tree-lined boulevard-style entry from both East Perkinsville Road and north Road 1 East. The entrance from Road 1 East will open up to a larger open space tract with passive recreational opportunities that will create an open and inviting community environment. These open spaces will provide enhanced landscaping, shade trees, and seating areas to emphasize the social importance of passive open spaces as a gathering spot for community residents.

The open spaces will serve as dual purpose facilities. Retention areas will be incorporated in the open space tracts, generally in the turf area, while sidewalks, trails, play equipment, and other active recreational amenities will be located outside of designated retention areas. Apart from the abundant amount of common area provided at the entrances and the central park, a landscaped buffer is planned along the north and south property line adjacent roadways.

Decorative masonry perimeter theme walls will be used throughout the community, along adjacent public streets, open space areas, and the neighborhood perimeter to enhance the streetscape and visual presence of the community. Further, the perimeter walls/fencing is strategically planned along the perimeters of the Project to promote security and minimize impact from adjacent properties and roadways. (See Exhibit C- Conceptual Perimeter Wall Plan) The Conceptual Perimeter Wall Plan depicts where the following two types of 6-foot perimeter walls are proposed.

- Articulated, decorative themed walls abutting public roadways; and
- Standard block walls abutting adjacent private properties.

The applicant has provided images to conceptually illustrate the design intent for amenity features and perimeter walls. These exhibits and images are conceptual only and intended to be illustrative of the character and quality of the community. (See Exhibit D- Character Images)
The SR-0.16 zoning classification will facilitate development at a density that is consistent with existing development in the immediate vicinity while allowing flexibility in lot area, dimensions, and other development standards. The applicants proposed SR-0.16 PAD standards are provided below.

<table>
<thead>
<tr>
<th>SR-0.16 PAD Development Standards</th>
<th>SR-0.16 Standards</th>
<th>Proposed SR-0.16 PAD Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>7,000 sq. ft.</td>
<td>7,000 sq. ft.</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>50 ft.</td>
<td>50 ft.</td>
</tr>
<tr>
<td>Minimum Building Setback from Arterial – E. Perkinsville Rd. (Ref. Section 4.28)</td>
<td>50 ft.</td>
<td>25 ft. *</td>
</tr>
<tr>
<td>Minimum Building Setback from Arterial - Road 1 East (Ref. Section 4.28)</td>
<td>50 ft.</td>
<td>50 ft.</td>
</tr>
<tr>
<td>Minimum Building Setback from Arterial - Road 3 North (Ref. Section 4.28)</td>
<td>50 ft.</td>
<td>20 ft. *</td>
</tr>
<tr>
<td>Minimum Front Yard Setback (Section 4.28)</td>
<td>25 ft.</td>
<td>15 ft. * to livable 20 ft. * to garage (driveway)</td>
</tr>
<tr>
<td>Minimum Side Yard Setback</td>
<td>10 ft.</td>
<td>5 ft. /10 ft. (15 ft. total)*</td>
</tr>
<tr>
<td>Minimum Side Street Yard Setback from Local Street (Section 4.28)</td>
<td>20 ft.</td>
<td>10 ft. *</td>
</tr>
<tr>
<td>Minimum Rear Yard Setback</td>
<td>10 ft.</td>
<td>10 ft.</td>
</tr>
<tr>
<td>Maximum Building Height</td>
<td>25 ft.</td>
<td>2 stories/30 ft. *</td>
</tr>
<tr>
<td>Accessory Building</td>
<td>5 ft. side / 10 ft. rear</td>
<td>5 ft. side / 5 ft. rear*</td>
</tr>
<tr>
<td>Maximum Lot Coverage</td>
<td>50 %</td>
<td>55%*</td>
</tr>
</tbody>
</table>

*INIDATES A PROPOSED MODIFICATION TO THE STANDARD

In exchange for modified development standards, the project is able to provide additional, meaningful, open space amenities and landscape tracts, including landscaped buffers along the project perimeter and adjoining existing roadways. Approval of the proposed modifications to the development standards will result in a residential community with varying housing types and an overall higher quality of design.

PUBLIC REVIEW & HEARING PROCESS

Town Staff notified property owners within a 300’ radius, resulting in twenty six (26) letters to surrounding property owners. Property received information regarding the applicant request for a zone change. To date, no responses to those letters have been received by the Town.

The Firm representing the applicant revived the following two calls inquiries prior to the Neighborhood Meeting:

1. Feb. 14, 2018 – A phone call was received from a real estate agent representing the owner of the 4-acre parcel adjacent to the northwest of the subject property. The owner is in
The neighborhood meeting was held on February 28, 2018. Approximately 10 property owners attended the meeting. An introduction was given by the applicant giving an overview of the development proposal. The applicant introduced the project exhibits, including a conceptual landscaping plan, conceptual development plan and design concepts.

One of the property owners simply wanted to know the timing for the subdivision to be constructed. The Applicant stated that there is currently no developer or buyer for the property, so the time frame was unknown. Property owners wanted to know how tall the homes would be. The applicant stated that they would propose a modification through the PAD Overlay to increase the building height for SR-0.16 development standards from 25’ to 30’. Property owners asked if the project would be served with Town water and raised the issues if the Town would require existing homes in the area to connect to public water and/or sewer. The applicant responded that the Town would be providing water to the project and that the Town would not require surrounding property owner to hook up to Town water/sewer. Overall the property owners who attended the meeting were in support of the zone change and were pleased with the design concepts the applicant provided.

On April 3, 2018 the item was presented before the Planning and Zoning Commission. During public comment a resident commented that as the Town developed more large density residential developments, people that needed transportation have been forgotten and that transportation would be necessary. He would like transportation issues to be considered without the bus having to enter into a subdivisions and would like consideration for a bus pullout on either Perkinsville or preferably, Road 1 East. The Commission added a stipulation in regards to the bus pullout for the development. Vote: 6-0 Passed- Unanimously

**STAFF ANALYSIS AND RECOMMENDATION**

The property has a General Plan land use designation of MDR (Medium Density Residential). The application is to request a Zone Change from AR-5 to SR-0.16 with a PAD overlay, remain under the General Plan Medium Density Residential land use designation. The Applicant proposes residential development at a density that meets the intent of the MDR designation with a minimum lot size of 7,000 square feet.

The Land Use Element section of the General Plan discusses the prevailing land use patterns in Chino Valley reflecting large residential-use lots spreading out long distances from each other and from shopping, schools, parks, series and other uses. This requires residents to drive long distances and does
not promote a walkable community. The small residential lots proposed by the applicant will meet the need for smaller lots and higher density residential development.

Through the General Plan, the Town has identified key areas for Community Cores within the Town of Chino Valley that provide convenience to neighborhood residents by concentrating various uses. The “Recreation/Employment/Gateway Core” is located at the intersection of Perkinsville Road and State Route 89, approximately 1,700 feet to the east of the subject property. The development will facilitate higher residential density near a Community Core as envisioned by the Town.

Furthermore, the Land Use Element Section of the General Plan, when discussing future possibilities for land uses, the Plan encourage future subdivisions to be “planned so that homes were located within an area offering options for walking, biking, or short-distance driving...the subdivision might be considered to be part of a Community Core.” The development will create a smooth transition from large lot residential and agricultural uses of the east to the more intense development envisioned at the Community Core to the west. The location of greater residential development to close proximity to services of the Community Core and the Chino Valley Community Center will facilitate the goal of ensuring a safe and walkable community. The project will also provide more affordable “work force” housing as needed for the long term development of the nearby Old Home Manor Industrial Park.

**STAFF RECOMMENDATION**

Staff and Planning and Zoning Commission recommend an approval for a zone change of parcel 306-18-009H from the current zoning of AR-5 (Agricultural Residential- 5 Acre Minimum) to SR-0.16 (Single Family Residential- 7,000 Square Foot Minimum Lot Area) zoning district with a PAD (Planned Area Development) Overlay zoning district with the following conditions:

1. The development shall be in general conformance with the Conceptual Site Plan, Perimeter Wall Plans and Landscape Plan, as approved or modified by the Town’s Development Services Director, with specific regard to the following:
   
   a) Location of pedestrian multi-use trail providing connectivity to Perkinsville Road;
   b) Perimeter landscaping along Perkinsville Road and Road 1 East; and
   c) Location of park including that two (2) picnic tables, one (1) tot lot, and one (1) Ramada shall be provided.
   d) The developer shall work with the Public Works Director in establishing a viable pull out for future public transportation.
EXHIBIT A - CONCEPT PLAN

Site Data Chart

General Plan Designation: Medium Density Residential
(2 Acres or Less)
Existing Zoning: AR-5 (Agricultural / Residential)
Proposed Zoning: SR-4.1S (Single Family Residential)
with PAD Overlay
Gross Acres: +1.443 Acres Total
Net Acres: +1.419 Acres
Total Yield: 169 Dwelling Units (69x112’ Minimum)
Proposed Density: 3.2 Du/Net Gross Acres
Open Space: +1.64 Acres (14.4%)

Note: This drawing is conceptual in nature. The lot layout is subject to change through the design and development process.
Conceptual Perimeter Wall Plan

Perkinsville Road 40

- **Proposed 6-foot perimeter block wall**
- **Proposed 6-foot articulated decorative perimeter wall**
Note: Images shown are meant to illustrate design intent and character. Further detail will be provided through the design and development process.
AGENDA ITEM TITLE:
Consideration and possible action to approve Ordinance No. 18-845 rezoning approximately 2.5 acres of real property located east of the corner of Staley Lane and Durham Drive at 3845 Durham Drive, from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district. (Alex Lerma, Associate Planner)

RECOMMENDED ACTION:
Motion to approve Ordinance No. 18-845 rezoning approximately 2.5 acres of real property located at 3845 Durham Drive from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district.

SITUATION AND ANALYSIS:
Issue Statement
See attached Staff Report

Applicable “Policy”

Satisfaction of “Policy”

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: None
If Yes, Budget Code: Available:
Funding Source:

Attachments

Mendoza ZC Ordinance
Mendoza TC Staff Report
Mendoza Site Plan
ORDINANCE NO. 18-845

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 2.5 ACRES OF REAL PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF STALEY LANE AND DURHAM DRIVE AT 3845 DURHAM DRIVE, FROM CL (COMMERCIAL LIGHT) ZONING DISTRICT TO CH (COMMERCIAL HEAVY) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Town of Chino Valley Official Zoning Map to change the zoning for a ± 2.5 acre parcel of real property from CL (Commercial Light) to CH (Commercial Heavy); and

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Chino Valley General Plan and any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

WHEREAS, the Planning and Zoning Commission recommends approval of the rezoning; and

WHEREAS, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

Section 1. In General.

1.1 The recitals above are hereby incorporated as if fully set forth herein.

1.2 The Official Zoning Map is hereby amended for property consisting of approximately 2.5 acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district.

1.3 The Property described in Paragraph 1.2 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
Section 3. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section 4. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of April, 2018 by the following vote:

AYES: ________________  ABSENT: ________________
NAYS: ________________  ABSTAINED: ________________

______________________________
Darryl Croft, Mayor

ATTEST: 

APPROVED AS TO FORM:

______________________________  ______________________________
Jami C. Lewis, Town Clerk      Andrew J. McGuire, Town Attorney
                                    Gust Rosenfeld, PLC

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 18-845 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 24th DAY OF APRIL 2018, WAS POSTED IN THREE PLACES ON THE _____ DAY OF __________________, 20__.

______________________________
Jami C. Lewis, Town Clerk
EXHIBIT 1
TO
ORDINANCE NO. 18-845

[Legal Description]

See following pages.
LEGAL DESCRIPTION

All that portion of Section 3, Township 16 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 3;

Thence North 00 degrees, 50 minutes, 35 seconds West (basis of bearing), along the East line of said Section 11, a distance of 1882.57 feet to the POINT OF BEGINNING;

Thence continuing North 00 degrees, 50 minutes, 35 seconds West, distance of 302.48 feet;

Thence South 89 degrees, 26 minutes, 30 seconds West, a distance of 315.50 feet to the beginning of a curve to the right, having a radius of 4681.39 feet;

Thence Southerly, along said curve, a distance of 294.45 feet, with a chord bearing South 04 degrees, 14 minutes, 05 seconds West, 294.40 feet;

Thence South 05 degrees, 55 minutes, 20 seconds West, a distance of 4.10 feet;

Thence South 89 degrees, 42 minutes, 53 seconds East, a distance of 342.11 feet to the POINT OF BEGINNING.

EXCEPT all coal, oil, gas and other minerals as reserved from said land.
EXHIBIT 2
TO
ORDINANCE NO. 18-845

[Zoning Exhibit]

See following pages.
Z18-000004: Mendoza

Applicant: Corey Mendoza

Request: CL to CH

Location: 3845 Durham, Chino Valley, AZ, APN- 306-04-047B
APPLICATION SUMMARY

File Number: ZC18-000004
Assessor’s Parcel Number: 306-04-047B
Site Location: Located off the corner of Staley Lane and Durham Drive, east off State Route 89 at 3845 Durham Drive, Chino Valley, AZ 86323
Property Owner: Corey Mendoza
Applicant: Corey Mendoza
Request: Request for a zone change from (CL) Commercial Light to (CH) Commercial Heavy

SITE DATA

<table>
<thead>
<tr>
<th>Existing Zoning</th>
<th>(CL) Commercial Light</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Size</td>
<td>2.5 acres (approximately 108,900 sq. ft.)</td>
</tr>
<tr>
<td>Subdivision</td>
<td>N/A</td>
</tr>
<tr>
<td>General Plan Land Use</td>
<td>Commercial/ Multi-Family Residential</td>
</tr>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Existing Land Use</td>
<td>Vacant</td>
</tr>
</tbody>
</table>

BACKGROUND

SITE DESCRIPTION

The subject property is located off the corner of Staley Lane and Durham Drive, east of State Route 89 at 3845 Durham Drive. The site is currently zoned (CL) (Commercial Light under the Town of Chino Valley Unified Development Ordinance. The parcel is identified with a Land Use Designation of Commercial/ Multi-Family Residential under the Town of Chino Valley General Plan Potential Land Use Map. The property is currently vacant. See Figure 1.
SURROUNDING PROPERTIES AND NEIGHBORHOOD

The surrounding area is predominantly comprised of commercial uses. The property directly north is zoned (CH) Commercial Heavy. To the west, properties are zoned (CL) Commercial Light and further along, adjacent State Route 89, (CH) Commercial Heavy. Directly south, properties are zoned CH, CL, and (MR-1/MHP-4) Multi-Family Residential- 1 Acre Minimum/ Mobile Home Park-Residential – 4 Acre Minimum. To the east of the subject parcel, the property is zoned (STATE) State Land. See Figure 2

<table>
<thead>
<tr>
<th>AREA</th>
<th>ZONING</th>
<th>GENERAL PLAN LAND USE DESIGNATION</th>
<th>LAND USE</th>
</tr>
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<tbody>
<tr>
<td>North</td>
<td>CH</td>
<td>Commercial/ Multi-Family Residential</td>
<td>Mini Storage</td>
</tr>
<tr>
<td>West</td>
<td>CL, CH</td>
<td>Commercial/ Multi-Family Residential</td>
<td>Vacant, Manufacturing, Storage Yard</td>
</tr>
<tr>
<td>South</td>
<td>CH, MR-1/MHP-4</td>
<td>Commercial/ Multi-Family Residential</td>
<td>Storage Yard, Vacant</td>
</tr>
<tr>
<td>East</td>
<td>STATE</td>
<td>Future Growth Areas</td>
<td>Vacant</td>
</tr>
</tbody>
</table>
**PROJECT DESCRIPTION**

The applicant is requesting a change in zoning district from (CL) Commercial Light to (CH) Commercial Heavy to allow commercial trucking usage. With the approved zone change, the applicant proposes to move his commercial trucking business, C&R Trucking to the site. Once developed, the site will consist of two buildings. One of the buildings will be used as an office and a maintenance facility and the second building will be used for storage and a caretaker residence. (See Exhibit A: Site Plan)

**PUBLIC REVIEW & HEARING PROCESS**

The applicant notified all property owners within a 300’ radius by letter and signage was placed on the property notifying the general public of a neighborhood meeting in order to discuss the applicant’s intentions to rezone. A neighborhood meeting was scheduled for March 14, 2018. One property owner attended said meeting. She wanted to know what the overall schedule for development was on the site. The property owner supported the applicant’s request for a zone change.

One March 20, 2018 the item went before the Planning and Zoning Commission. During said meeting Commissioners questioned if the fencing around the property would be improved. Staff explained that UDO requires that the designated area for storage have a six to eight fence. There were no public comments made. **Vote: 6-0 Passed- Unanimously.**
STAFF ANALYSIS AND RECOMMENDATION

GENERAL PLAN CONFORMANCE

The requested Commercial Heavy zoning district is in conformance with the 2014 Chino Valley General Plan’s Future Land Use Map, which places the property in the Commercial/ Multi-Family Residential land use designation.

ZONING

The parcel’s current zoning district of (CL) Commercial Light is intended to provide for neighborhood amenities and some general commercial uses. Land uses is composed chiefly of retail and service businesses, offices, and apartments. The uses allowed in the CL zoning district are light in nature and their impact on surrounding properties are minimal.

The applicant intends to relocate his commercial trucking business on site. The (UDO) Unified Development Ordinance does not specifically list the proposed use of commercial trucking in either CL or CH zoning districts. The (CH) Commercial Heavy zoning district is intended to provide for and encourage commercial and light manufacturing facilities that are not appropriately located next to residential zoning. Those uses in CH are heavier in nature and tend to have a higher impact on surrounding properties opposed to uses allowed in the CL zoning district.

Staff supports the applicant’s request to rezone the property to the CH zoning district. The property directly to the north is zoned CH and operates as a mini storage. The property to the south is also zoned CH and operates as a contractors yard with the storage commercial trucks. The property to the west operates as a manufacturing business. The type of uses of the surrounding subject property are similar in nature of the type of use the applicant will be locating on site. A commercial trucking use will not have a negative impact on surrounding businesses based on the current intense uses of adjacent properties.

STAFF RECOMMENDATION

Staff and Planning and Zoning Commission recommend an approval for a zone change of parcel 306-04-047B from the current zoning of (CL) Commercial Light to (CH) Commercial Heavy.
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BINGHAM EQUIPMENT COMPANY

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of April 24, 2018, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Bingham Equipment Company, an Arizona corporation (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (“Arizona”) entered into Contract No. ADSPO13-035801, dated November 8, 2012 (the “Arizona Contract”), as amended, with the Vendor for the purchase of landscape and utility vehicles, trailers and equipment. A copy of the Arizona Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such equipment under the Arizona Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the Arizona Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Arizona Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with equipment, as more particularly set forth in Section 2 below, and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the equipment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 7, 2019 (the “Term”), unless terminated as otherwise provided in this Agreement or the Arizona Contract.

2. Scope of Work. Vendor shall provide to the Town the Holland tractor and related accessories (the “Equipment”) under the terms and conditions of the Arizona Contract and in the configuration set forth in the Quotation attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Equipment is subject to final inspection and acceptance by the Town. Equipment failing to conform to the requirements of this Agreement
and/or the Arizona Contract will be held at the Vendor’s risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Equipment, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Equipment into compliance and withhold the cost of same from any payments due to the Vendor.

4. **Compensation.** The Town shall pay Vendor an amount not to exceed $114,319.88 for the Equipment at the unit rates set forth in the Arizona Contract and as more particularly set forth in the Quotation.

5. **Payments.** The Town shall pay the Vendor upon delivery and acceptance of the Equipment and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the Arizona Contract and (ii) document the Equipment delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the Arizona Contract will be subject to rejection and may be returned.

6. **Records and Audit Rights.** To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, Vendor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. **E-verify Requirements.** To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). Vendor’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. **Israel.** Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
9. **Conflict of Interest.** This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. **Applicable Law; Venue.** This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. **Agreement Subject to Appropriation.** The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then-current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Agreement pursuant to this section.

12. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Arizona Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Arizona Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Arizona Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. **Rights and Privileges.** To the extent provided under the Arizona Contract, the Town shall be afforded all of the rights and privileges afforded to Arizona and shall be the “State” (as defined in the Arizona Contract) for the purposes of the portions of the Arizona Contract that are incorporated herein by reference.

14. **Indemnification; Insurance.** In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Arizona to the extent provided under the Arizona Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the
Town under this Agreement including, but not limited to, the Vendor’s obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Vendor: Bingham Equipment Company
10123 East State Route 69
Prescott Valley, Arizona 86314
Attn: General Manager

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

______________________________
Darryl Croft, Mayor

ATTEST:

______________________________
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

______________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

BINGHAM EQUIPMENT COMPANY,
an Arizona corporation

By:______________________________

Name:______________________________

Title:______________________________
EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BINGHAM EQUIPMENT COMPANY

[Arizona Contract]

See following pages.
The above-mentioned contract is hereby amended as follows:

A. In accordance with Special Terms and Conditions Paragraph 7 Contract Extension, the contract is hereby extended through May 7th, 2019.

B. Special Terms and Conditions Paragraph 3, Eligible Agencies, is hereby modified and shall read as follows;

All other terms, conditions and provisions remain unchanged.

THIS CHANGE ORDER SHALL BE FULLY EXECUTED UPON THE APPROVAL ELECTRONICALLY IN PROCUreauAZ BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR AND APPLIED TO THE CONTRACT IN PROCUreauAZ BY THE PROCUREMENT OFFICER OR DELEGATE.
1. In accordance with Special Terms and Conditions, paragraph 7 Contract Extension, the above mentioned contract is hereby Amended as follows:

   The term of the contract is hereby extended through May 07, 2018.

2. Special Terms and Conditions Paragraph 3, Eligible Agencies, is hereby modified and shall read as follows;

   All other terms, conditions and provisions remain unchanged.
Landscape & Utility Vehicles, Trailers & Equipment

Bingham Equipment Company dba Bobcat of Phoenix

1. The above mentioned contract is hereby amended as follows:

   a. In accordance with Special Terms and Conditions, Contract Extension, the term of the contract shall be extended an additional twelve (12) months through 11/07/17.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.
The above-mentioned contract is hereby amended as follows:

A. In accordance with Special Terms and Conditions Paragraph 7 Contract Extension, the contract is hereby extended through November 7, 2016.

B. Updated Shipping Line Item No. 8 NIGP Code from 020-02 to 962-86. Updated Accessories Line Item No. 10 NIGP Code from 928-04 to 020-02

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.
The above-mentioned contract is hereby amended as follows:

A. In accordance with the Special Terms and Conditions Section 28.2, Insurance Requirements, an updated Insurance Certificate can be found in the attachments tab titled COI Bingham Equipment GL AL Exp. 06.01.16

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.
The above-mentioned contract is hereby amended as follows:

A. In accordance with Special Terms and Conditions Paragraph 19 Catalog/Price List Maintenance, the following attachments have been added to the ‘Attachments’ tab in ProcureAZ.

   a. Bingham Equipment Price Books Effective 01.02.15

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.
The above-mentioned contract is hereby amended as follows:

A. In accordance with Special Terms and Conditions Paragraph 7 Contract Extension, the contract is hereby extended through November 7, 2015.

B. Special Terms and Conditions Paragraph 3, Eligible Agencies, is hereby modified and shall read as follows;

3. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.
The above mentioned contract is hereby amended as follows;

A. In accordance with Special Terms and Conditions Paragraph 23, Sales Promotions;
   1. The Contractor is approved to conduct a sales promotion for Kubota Wheel Loaders through November 7, 2014.
   2. The document entitled “Bingham Equipment Promotional Discount 1” reflects the Promotional Discounts being offered during the above mentioned time period and shall be attached to the contract in ProcureAZ.
   3. The Contractor shall provide conspicuous notice of the promotion upon approval of this change order.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.
Line item 10 created to reflect the reporting needs from the customers. File Kubota Hydraulic Tools Pricing, 9% discount off added.

ACKNOWLEDGEMENT

THIS CHANGE ORDER WAS PROCESSED AS A UNILATERAL CHANGE ORDER. ALL CONTRACT SPECIFICATIONS, TERMS AND CONDITIONS AND REQUIREMENTS REMAIN UNCHANGED. THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND REQUIRES NO APPROVAL.
This Change Order to the above mentioned contract was created to add a line item for labor costs within the Items Tab of ProcureAZ.

This change order creates a technical change in ProcureAZ and did not change the specifications, terms and conditions, or requirements of the contract between the State and the Contractor.
Landscape & Utility Vehicles, Trailers & Equipment
Bingham Equipment Company

In accordance with Special Terms and Conditions Paragraph 7, Contract Extension, the above mentioned contract is hereby amended as follows:

A. The term of the contract shall be extended an additional 12 months through November 7, 2014.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon acceptance electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or designee.
OFFER

TO THE STATE OF ARIZONA:
The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

Phone: 480-969-5516
Fax: 480-969-0271

Signature of Person Authorized to Sign Offer

Erik Kobus
Assistant Contract

Printed Name

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trips, favors or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less.
5. In accordance with A.R.S. §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.
The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.
This Contract shall henceforth be referred to as Contract No. ADSPO13-035301.
The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona
Awarded this 8th day of November 2012

Procurement Officer
CONSOLIDATED CONTRACT DOCUMENTS

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The following documents are not contained physically in this document, but are included by reference and available online in ProcureAZ:

SPECIAL AND UNIFORM INSTRUCTIONS TO OFFERORS ADSPO13-00002042
All Solicitation Attachments and Exhibits
PRICING (all pricing is contained within line items in ProcureAZ and/or uploaded within Attachments
CONTRACTORS FINAL PROPOSAL DOCUMENTS (Submitted in response to Solicitation ADSPO13-00002042 and included by reference, attached in ProcureAZ)
SOLICITATION ADSPO13-00002042 AS AMENDED INCLUDING ALL ATTACHMENTS AND EXHIBITS
1 PURPOSE
The State of Arizona, its agencies, boards and commissions (State) as well as participating members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for the various products described herein. The contract(s) shall be available for use by all State Agencies, Boards, Commissions as well as State Purchasing Cooperative Members, collectively hereinafter referred to as Eligible Agencies. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (A.R.S.) §41-2501 et seq., to create a comprehensive statewide term contract(s) to acquire these products. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632. Therefore, the State is seeking to contract with a qualified vendor or vendors who can provide such items as, utility vehicles, tractors, trailers, all-terrain vehicles, golf carts, grounds maintenance vehicles, lawn and garden equipment, in addition to other related products, parts and accessories.

2 BACKGROUND
The State intends to implement contracts for the purchasing of equipment from the landscape, lawn and garden, and utility equipment industries to replace the existing State contract set, SSC070014. The estimated annual spend under the proposed contract is $2.5 to $3 million annually based on historical usage data and anticipated volumes. The State makes no guarantee as to actual spend under any resultant contract. Contracts resulting from this solicitation will be used by multiple eligible agencies with delivery locations throughout the State.

3 GENERAL REQUIREMENTS
3.1 The contractor shall provide a comprehensive selection of products at anticipated volumes available through manufacturer’s current published price lists. Products offered shall be the newest product model available from the manufacturer. No prototype, demo products, rebuilt or reconditioned products shall be accepted. Equipment shall conform, as applicable, to Occupational Safety & Health Administration (OSHA), US Environmental Protection Agency (EPA), Federal Motor Vehicle Safety Standards (FMVSS), Industrial Commission of Arizona (ICA), and Arizona Motor Vehicle Division (MVD) regulations, as well as, all other industry standards, including the National Electric Code and the National Fire Protection Association, in effect at the time of delivery.

3.2 Contractors shall have the ability to create and process numerous individual accounts for order placement, billing and reporting purposes and have inventory and transportation capacities sufficient to meet customer demand and contract delivery requirements.

3.3 The contractor shall have qualified and trained personnel capable of assisting all Eligible Agencies with all contract activities. Contract activities shall include such things as; customer dispute resolution services (at transaction level), multiple account set up and management, expediting services (order follow up), customer assistance, etc.

3.4 The contractor shall assign a representative(s) to the State to act as a liaison between the Eligible Agencies and the contractor. The representative(s) may be assigned by geographic region. At a minimum, one primary representative and one back-up shall be assigned to act as main points of contact for the Using Entities.

3.5 The contractor shall provide general help and ordering assistance including toll-free phone and web-based support.

3.6 The contractor shall be responsible for ensuring the most current manufacturer’s published price lists are available to Eligible Agencies and shall keep updated any on-line catalogs as well as the documentation posted through the State’s e-Procurement system (ProcureAZ).

3.7 The contractor shall have a return process in place to accommodate for any defective or damaged product. Any item that is received in error or in a defective or damaged condition shall be replaced or returned within thirty (30) days at no cost to the Eligible Agency.

3.8 The contractor shall have local Arizona authorized service and repair facilities capable of servicing or repairing any equipment sold to the State of Arizona. If there are no local authorized service or repair facilities, contractor must provide a list of available facilities along with the process for servicing and/or repairing any equipment sold to the State.
4 PRODUCT CATEGORIES

Equipment offered in the following categories shall be considered for award. These categories shall be defined by similar types of products and include all related types of powered equipment (i.e. gasoline, E85, bio-diesel, diesel, alternative fuels, battery and electric), parts and accessories:

4.1 Lawn and garden equipment: Such as, but not limited to; edger’s, shrub trimmers, chain saws, stump grinders, wood splitters, weed eaters, leaf blowers, etc.

4.2 Mowers: Such as, but not limited to; walk-behind, reel, rotary, flail, zero turn, ride on, commercial front and wide-area mowers, commercial boom or side-arm mowers, three point hitch type, pull behind, trim (edge), etc.

4.3 Athletic Field and Turf Equipment: Such as, but not limited to; aerators, ball field and bunker rakes, scrapers, stripers, rollers, edger’s, etc.

4.4 Sprayers: Such as, but not limited to; backpack sprayers, spot sprayers, electric or gas-powered towable or mounted sprayers (encompassing cart, trailer, truck or vehicle mounted), self-standing mix tanks, etc., including all applicable parts, attachments and accessories. Stock and custom rigs are included.

4.5 Brush or wood chippers: Such as, but not limited to; hydraulic fed, PTO driven, skid mount or upright chippers, gas-powered capable of processing up to 3” diameter material, diesel-powered capable of chipping material up to 18” x 24”, including all attachments and accessories.

4.6 Tractors: Such as, but not limited to; compact utility, utility, tow tractors and agriculture tractors, etc., including all applicable implements and attachments.

4.7 Compact Excavators: (Max operational weight of 15,000 lbs.) Such as, but not limited to; skid steers, loader backhoes, tractor loaders, mini hydraulic excavators, etc., including all applicable implements and attachments.

4.8 Utility Trailers: (Max GVWR 25,900 lbs and electric brakes only.) Full line and sizes of Fifth wheel, Ball Hitch, Lunette Eye Pintle Hook, enclosed, open, tilt, tandem axle, single axle, carry-on dump trailers, off-road vehicle trailers. Semi-trailers are not included.

4.9 Utility Vehicles: Such as, but not limited to; GEMs & like vehicles, golf carts, burden carriers, personnel carriers, etc., including all attachments and accessories.

4.10 All-terrain Vehicles (ATV): Such as, but not limited to; three, four, or six- wheelers, quads, work/utility ATVs, terrain golf carts, etc., including all attachments and accessories. Sand Rail and Dune Buggy ATVs are not included.

5 TRAINING

The contractor shall provide, at no additional cost, on-site in-service training (if required) to the personnel of the Eligible Agency to ensure proper use of equipment.

In lieu of face-to-face training, the Eligible Agency may request the contractor provide copies of any existing DVDs and/or access to web content, which cover the inspection, service, and operation of purchased equipment.

5.1 Training Requirements

- Equipment ranging in cost from $0 to $4999.99 per unit, training shall be offered but is not required.
- Equipment ranging from $5000.00 to $15,000.00 per unit, up to four (4) hours of training is required.
- Equipment costing $15,000.01 or more per unit, no less than four (4) hours and no more than eight (8) hours of training are required.
- Training shall be conducted by qualified representative(s) that have a high level of knowledge and experience relating to the type of equipment offered or purchased and experience in performing such training. Trainers conducting the mechanics portion shall be certified mechanics and have at minimum, one (1) year of experience in performing preventative maintenance and repair of such equipment.

5.2 Scheduling Training

Operator shall be responsible for scheduling training. When an Eligible Agency places an order, they shall designate their training contact. No other person shall be contacted to schedule training.

5.3 Operator and Mechanic Training
5.3.1 Operator training shall focus on the operation of equipment, daily inspections, as well as, minor adjustments and shall be conducted at the location where the equipment is received. Mechanic training shall focus on the operations, routine/preventive maintenance and repair troubleshooting of equipment and shall be conducted at the organization’s location that will be responsible for maintaining the equipment purchased. The contractor shall be notified of these locations at time that training is scheduled.

5.3.2 This training shall contain the following information:

<table>
<thead>
<tr>
<th>TECHNICAL MANUALS</th>
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<tr>
<td>CALIBRATION SYSTEMS (if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

5.3.3 Training objectives

5.3.3.1 Operator Training. At completion of training session the attending equipment operators shall be able to:

- Describe the operating capabilities and any special features present on the equipment.
- Identify all control devices to the equipment model.
- Describe the proper/safe techniques to use for transporting the equipment including loading and tie-down.
- Use the Operator’s Manual to identify:
  - Special safety considerations including cautions and warnings applicable to the operation of the equipment.
  - Manufacturer’s recommended preventive maintenance service intervals and procedures including pre- and post-operational inspection and service requirements.
- Demonstrate on the equipment:
  - The ability to identify inspection and service points.
  - Proper/safe start-up and shutdown procedures.
  - Proper/safe use of all controls.

5.3.3.2 Mechanic Training. At the completion of these training sessions, the attending technicians will be able to:

- Describe the primary equipment systems design features, function & capabilities.
- Identify the primary equipment systems component location and function.
- Use manufacturer’s reference literature and materials to identify:
  - Manufacturer’s Preventive Maintenance service intervals & procedures
  - Recommended system diagnostic procedures & repair processes
  - Representative component part numbers & nomenclature.
- Demonstrate on the equipment, the use of specified diagnostic procedures and appropriate tools/devices to diagnose the most likely primary equipment system failures & describe the procedures that would be required to repair these failures.

5.3.3.3 Contractor shall provide documentation signed by the user trained that all necessary elements were covered in training.
6.1 As applicable, the contractor shall provide, at no additional cost, the following manuals when equipment is purchased:

   6.1.1 Two (2) Operator’s Manuals, per unit ordered
   6.1.2 One (1) Parts Manual, per order
   6.1.3 One (1) Service & Repair Manual, per order
   6.1.4 One (1) Overhaul Manual, per order
   6.1.5 One (1) Cross reference guide from manufactures (part numbers to their suppliers part numbers), per order

The contractor shall supply all applicable manuals and reference guides that fall in line within the industry standard.

6.2 Include wiring diagrams, Hydraulic / Pneumatic Schematics if applicable (for basic machine and engine).

6.3 The manuals and schematics supplied shall provide complete and comprehensive information on all equipment components and accessories, as supplied to comply with this Scope of Work. On equipment assembled from manufactured components, the parts manuals shall show the manufacturer of each part and all cross-referencing between the contractor and the manufacturers.

6.4 The Hydraulic/Pneumatic Schematics and Manuals shall be delivered to location designated by the Purchasing Entity.
1 DEFINITIONS

ProcureAZ terms. ProcureAZ (https://procure.az.gov) is the State’s online eProcurement system. Although the system was configured for the State’s needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

“Actual Cost” means the total value of all items and their extended quantities.

“Alternate Id / Alternate ID” is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.

“Attachments” means the section, as displayed in ProcureAZ, where the solicitation’s electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.

“Buyer” means procurement officer.

“Catalog ID” is an optional data field and means an identification number to signify a group of related contracts.

“Contact Instructions” means the contact information for the procurement officer.

“Control Code” is an optional field and means an identification characteristic of the contract.

“Days ARO” means the number of days ‘After Receipt of Order’ in which the customer will receive the ordered materials and/or services.

“Department” means the customer for whom the solicitation or contract was conducted for.

“Discount %” is an optional field and means the standard discount applied to all items.

“Entered Date” means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.

“Fiscal Year” means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.

“Freight Terms” means how freight will be charged under the contract.

“Header Information” means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.

“Item information” means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.

“Location” means the specific customer, within the department, for whom the solicitation or contract was done.

“Master Blanket/Contract Begin Date” means the date that the contract starts.

“Master Blanket/Contract End Date” means the date that the contract ends.

“Master Blanket/Contract End Date (Maximum)” means the date that the contract may be extended through if all allowable term extensions are exercised.

“Master Blanket/Contract Vendor Distributor List” means the list of companies authorized to distribute the materials and/or services on behalf of the contractor under the contract.

“Master Blanket Purchase Order” means the contract, indicating that the contract will be in effect over a stated period of time.

“Minor Status” is an optional data field and means a type of status indicator of the contract in ProcureAZ.
“Organization” means the state agency under whose authority the solicitation or contract was conducted.

“Payment Terms” means the period of time that payment is due after receipt of an accurate invoice.

“Pcard Enabled” is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.

“PO Acknowledgement” means the list the notifications to the contractor and their acknowledgements of these notices.

“PO Type” means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

“Print Dest Detail” is an optional data field and means a print format applicable to orders under the contract.

“Print Format” means the format of the solicitation or contract print output.

“Project No.” is an optional field and means an identification characteristic of the contract.

“Purchase Order” means contract.

“Purchase Order Number” means the contract’s identification number.

“Purchaser” means procurement officer.

“Receipt Method” means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

“Release Number” means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero “0” release number.

“Release Type” means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

“Retainage %” is an optional field and means the amount of the contract’s value that is retained.

“Shipping Method” means the method of shipping to be used under the contract.

“Shipping Terms” means the point where the contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the contractor to the state.

“Short Description” means the contract’s title.

“Status” means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

“Tax Code”, if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

“Type Code” means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

“Vendor” means contractor.
2.1 The State’s primary contact for this solicitation and result contracts shall be:

Ryan J. Litner, Procurement Specialist
State of Arizona, State Procurement Office
100 N 15th Ave, Suite 201
Phoenix, AZ 85007
Email: ryan.litner@azdoa.gov
Phone: (602) 364-1087

2.2 The contract between the State of Arizona and the contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern. Only the Procurement Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

3 ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes §41-2632.

4 APPROPRIATION OF FUNDS

Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5 CONTRACT TYPE

The contract is a percentage off manufacturer list price.

6 TERM OF THE CONTRACT

The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

7 CONTRACT EXTENSION

By mutual agreement, the contract may be extended for additional one-year periods or portions thereof for a total contract term not to exceed five (5) years. A factor in contract extensions shall be the extent that the State has all current usage information and insurance documents on file.

8 ESTIMATED QUANTITIES (CONSIDERABLE)

The State anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

8 ADMINISTRATIVE FEE/USAGE

8.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Purchase/SPC/default.asp. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.
8.2 Contractors shall submit a Quarterly Usage Report documenting all contract sales. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms see the State Procurement Office’s web site at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and all information contained in such report shall not be considered confidential, including any supplemental information contained in the submitted report beyond that which is requested in the Sample Forms located at the State Procurement Office Web Site.

8.3 The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:

    Arizona Department of Administration
    State Procurement Office
    Attention: ’Statewide Contract Administrative Fee
    100 N. 15th Avenue, Suite 201
    Phoenix, AZ 85007.

8.4 The submission schedule for Administrative Fees and Usage reports shall be as follows:

    July through September (FY Q1) – Due October 31
    October through December (FY Q2) – Due January 31
    January through March (FY Q3) – Due by April 30
    April through June (FY Q4) – Due by July 31

8.5 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

8.6 Contractor's failure to remit administrative fees in a timely manner consistent with the contract’s requirements may result in the State exercising any recourse available under the contract or as provided for by law.

9 VOLUME SALES REPORT

The contractor shall furnish the State an annual report delineating the acquisition activity under the contract. This report shall be submitted electronically and in a format approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, as well as, individual purchasing Agency, for all sales transacted within the year. The volume sales report shall be submitted annually 30 days before the end of the contract term.

10 NON-EXCLUSIVE CONTRACT

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

11 LICENSES

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

12 INVENTORY

The State of Arizona has an ongoing requirement for the materials indicated in this solicitation. It is a condition of any award that a Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.

13 CURRENT PRODUCTS

All equipment, accessories and attachments provided under this contract shall be: new, not remanufactured or refurbished; in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment; and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Components used in the equipment shall be only those specified in the manufacturer
14 DEFECTIVE PRODUCTS
All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the contractor. All replacement products must be received by the State within ten (10) days of initial written notification unless otherwise agreed to by the Agency.

15 ORDERING PROCESS
For the purposes of this contract, contract release order/purchase orders are those that are issued by an Eligible Agency any of the following forms:
   - Hard copy, one time only or blanket (term type) type;
   - Electronically transmitted through facsimile equipment;
   - Electronically transmitted as an e-mail attachment;
   - Electronically transmitted through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.
     - Such systems shall not allow for purchase orders to be placed for non-contract or excluded items.
     - Use of such systems shall be at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.
   - Electronically through State's or Eligible Agencies p-card program.

16 SHIPPING TERMS
Point of Delivery: All equipment shipped to any authorized end user's location shall be shipped F.O.B. DESTINATION. The materials must be delivered to the "Ship to" address indicated on the agency's purchase order. Contractor shall retain title and risk of loss of goods until goods are delivered, received and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State shall notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

16.1 Transportation Costs and Packaging: Freight terms shall be FREIGHT PREPAID AND ADDED. Transportation costs shall be charged as a separate line item and not included in unit cost of goods. Transportation costs shall be the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. The State reserves the right to utilize other shipping carriers. Unless otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

17 DELIVERY
Delivery shall be made within 30 days of receipt of a contract release order/purchase order on items in stock. For specialty order items or items not considered normal stock, extended delivery dates may be allowed. In such cases, the extended delivery date shall be provided at the time of quote.

18 BILLING
All billing notices or invoices shall be sent to the Eligible Using Agency whose address appears on the contract release order/purchase order as the 'bill to address' and shall include, at a minimum, both the contract number and contract release/purchase order number, delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable.

19 CATALOG/PRICE LIST MAINTENANCE
19.1 Contract prices shall be in the form of a fixed percentage of discounts off the most recent manufacturers published price list that has been approved and incorporated as part of the contract. The published price list may be in the form of an Internet Web site, or Portable Document Format (PDF) versions attached to the contract within the State's e-Procurement system. The State shall not accept nor shall the Contractor prepare and publish a list exclusive to the State. Price lists shall include
part numbers and descriptions (Photos Optional) of all contracted products or groups of products. Non-contracted products or groups of products shall be removed or clearly marked as EXCLUDED from contract.

19.2 The manufacturers published price lists are subject to change at any time; however, price escalations are only permitted at the end of each contract term period effective annually at the time of renewal, and only where verified to the satisfaction of the State. Contract release order/purchase orders placed before a price increase is authorized shall be delivered at the purchase order price. However, if the price should decrease between receipt of the order, and shipment of the order, the Contractor shall invoice at the new lowest discounted price. The percentage discount shall remain the same throughout the term of the contract, to include all renewals, and shall apply to any new equipment, which may be introduced and added to the manufacturer’s product line. Purchasing agencies shall apply the firm fixed discount to the manufacturer’s approved published price list in effect that has been incorporated as part of the Contract by the Purchasing Officer, at the time the order is placed.

20 ONLINE CATALOG AND ELECTRONIC ORDERING SYSTEM (PUNCH-OUT) (OPTIONAL)

If the Contractor has punch-out capability, the following conditions shall apply:

20.1 The Contractor shall make available an online catalog to allow authorized users to make purchase from this contract through the State’s eProcurement System (ProcureAZ). The contractor shall have a secured website for placing online orders. The features and functions of any online ordering catalog that is created for use by the State under this contract shall include but shall not be limited to the following:

- Access by standard web browsers
- Product information such as unit of measure, item status, price description and photos
- Item status inquiry functionality that provides stock availability
- Order tracking
- Help functionality
- Reflect current catalog / price list and contract pricing
- Restricted to only those items that may be purchased under this contract that are within the general product categories establish by this contract
- Shall not include any items that are specifically excluded from this contract.

20.2 Access: The Contractor shall provide access to and interconnectivity with ProcureAZ for the purpose of allowing authorized State system users to “Punch-Out” of the State’s eProcurement system, and select contract products and services directly from the Contractor’s website, and return to the State’s system with pre-populated order details. Contractor shall cooperate with the State’s system provider in the establishment and ongoing operations of their Punch-Out connection.

20.3 Timeframe: The “Punch-Out” capability shall be functional within the first six months of the contract begin date.

20.4 The cost associated with the Contractor’s Punch-Out set-up, maintenance and support shall be borne by the Contractor.

21 PRICE INCREASE

The State may review a fully documented request for a price increase only at the time of contract extension. All written requests for price adjustments made by the contractor shall be submitted 60 to 90 days prior to the contract renewal date. All price adjustments will be implemented by a formal contract amendment. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

22 PRICE REDUCTIONS

Price reductions may be submitted in writing to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. Price reductions shall include the following:

- A formal announcement from the manufacturer that the cost of the contract product has been reduced.
- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the State, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other distributors.

23 SALES PROMOTIONS

23.1 In addition to decreasing contract pricing in accordance with the provision entitled price reductions, the contractor may conduct sales promotions involving specific products or groups of products specified herein for specified time periods. If electing to exercise this provision the contractor shall submit:
The State may award contracts for particular products, models and/or product lines of parts as a result of this solicitation. In the event that the manufacturer discontinues a product, model or product line, the State at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product, model or product line and provide the following:

- A formal announcement from the manufacturer that the product, model or product line has been discontinued.
- Documentation from the manufacturer that names the replacement product, model or product line.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.

The State, at its sole discretion, may allow new products announced by manufactures represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request shall result in the State not considering the request.

- A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
- Documentation from the manufacturer that cites the effected products by item number and description.
- Documentation that provides clear evidence that the new products are those that are within the awarded contract product category. NO OTHER PRODUCTS WILL BE ALLOWED.
- That states prices at which sales are currently or were last made to a significant number of category of buyers or buyers constituting the general buying public for the materials or equipment involved and that will be sold at the existing discount (percents %) form list price as existing products.

Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all catalog/price list updates to all eligible agencies at no additional cost to the State.

All materials and equipment shall be warranted by the manufacturer’s standard warranty for no less than (1) one year after delivery and acceptance of the equipment by the using agency, and provide no-cost protection to the State for corrections or replacement as needed for defects in manufacturing, assembly, and parts. The Contractor shall be fully responsible for any and all warranty work. If the Contractor is required to correct or replace, it shall be at no cost to the State and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price. The State shall be furnished, at no charge, an invoice for all work performed under warranty indicating type of work performed and parts replaced. The Contractor agrees that the materials and equipment furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the State by any other term of this Contract.

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a
correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medication, etc.)

27.2 PROMOTING PRISON CONTRABAND − A.R.S. § 13−2505
1. A person, not otherwise authorized by law, commits promoting prison contraband:
   A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
   B. By knowingly conveying contraband to any person confined in a correctional facility; or
   C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
2. Promoting prison contraband is a Class 5 felony.

28 RISK AND LIABILITY
28.1 INDEMNIFICATION:
Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney’s fees, (hereinafter collectively referred to as “Claims”) arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

28.2 INSURANCE REQUIREMENTS:
Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
   • General Aggregate $2,000,000
   • Products – Completed Operations Aggregate $1,000,000
   • Personal and Advertising Injury $1,000,000
   • Fire Legal Liability $ 50,000
   • Blanket Contractual Liability – Written and Oral $1,000,000
   • Each Occurrence $1,000,000

2. Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
Combined Single Limit (CSL) $1,000,000
a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”
b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**
   
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<th>Workers' Compensation</th>
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<td>Disease – Policy Limit</td>
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   a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Administration, State Procurement Office, 100 N. 15th Ave., Suite 201, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Arizona Department of Administration, State Procurement Office, 100 N. 15th Ave., Suite 201, Phoenix, AZ 85007. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA’S RISK MANAGEMENT DIVISION.**

F. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.
29 FEDERAL TERMS AND CONDITIONS

THE FOLLOWING SPECIAL TERMS AND CONDITIONS SHALL APPLY TO PURCHASES OF ANY MATERIALS AND EQUIPMENT PROCURED USING FEDERAL FUNDS.

A BUS TESTING

The Contractor (Manufacturer) agrees to comply with 49 U.S.C. §5323 (C) and FTA’s implementing regulation at 49CFR Part 665 and shall perform the following:

1. Manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which shall be prior to the recipient’s final acceptance of the first vehicle.

2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient’s final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer’s basis for concluding that it is not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such vehicle and the details of that vehicle’s configuration and major components.

5. (EXHIBIT II) Certification of Compliance with FTA’S Bus Testing Requirements to be signed and returned at time of purchase.

B BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

Contractor shall submit to the FIA recipient and appropriate Buy America certification (EXHIBIT I) with all FTA-funded purchases, except those subject to a general waiver. This requirement does not apply to lower tier subcontractors.

C CARGO PREFERENEC REQUIREMENTS

The contractor agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the Preceding Paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.)

3. To include these requirements in all subcontracts issued Pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
D CIVIL RIGHTS

1. The Contractor is required to comply with Executive Order 99-4 “Non-Discrimination in Employment by Government Contractors and Subcontractors,” which is hereby included in its entirety by reference and considered a part of this Contract.

2. The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23 CFR 710.405 (b) are made applicable by reference and are hereinafter considered part of this Contract.

3. The Contractor is required to comply with the provisions of Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

E CLEAN AIR

The Contractor agrees to:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § ~ 7401 et. seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. Include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

F CLEAN WATER

The contractor agrees to:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et ~g.

2. To report each violation to the Purchaser and understands and agrees that the Purchaser shall, In turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

3. To include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

G CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

3. **Withholding for unpaid wages and liquidated damages:** The grantee or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
4. **Subcontractors**: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

5. **Payrolls and basic records**: Relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**H ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**I FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

**J INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 C, dated May 1, 1995, are hereby incorporated by reference. Anything, to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**K LOBBYING RESTRICTIONS**

Contractors who apply or bid for an award of $100,000.00 or more shall file the certification required (EXHIBIT III) by 49CFR part 20, “New Restrictions of Lobbying”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**L NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

1 The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2 The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal
assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

M PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. § 5323 (1) and FTA’s implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (EXHIBIT I). If the bidder/offeror certifies compliance with Buy America, it shall submit documentation, which lists:
   a. Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs.
   b. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2. Solicitation Specification Requirements: The contractor shall submit evidence that it will be capable of meeting the bid specifications.

3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:
   a. Manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;
   b. Manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

N PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, “Program Fraud Civil Remedies, ” 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. 5307(n)(1), the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

O PRIVACY ACT

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

P STATE AND LOCAL LAW DISCLAIMER
The use of many of the suggested clauses are not governed by Federal Law, but are significantly affected by State Law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

30 **I.T. 508 COMPLIANCE**

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. “Contractor” means any person who has a Contract with the State.

1.5. “Days” means calendar days unless otherwise specified.

1.6. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. “State Fiscal Year” means the period beginning with July 1 and ending June 30.

2. Contract Interpretation


2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement.
3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property’), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any
Uniform Terms and Conditions

Contract Description: Landscape & Utility Vehicles, Trailers & Equipment

subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or ‘overhead’ services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including
unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. **Risk and Liability**

6.1. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. **Indemnification**

6.2.1. **Contractor/Vendor Indemnification (Not Public Agency)** The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. **Public Agency Language Only** Each party (as ‘Indemnitor’) agrees to indemnify, defend, and hold harmless the other party (as ‘Indemnitee’) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as ‘claims’) arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.”

6.3. **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. **Force Majeure.**

6.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the
delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.


7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires,
9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the
requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims
    All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration
    The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome
    The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.
Questionnaire

1. **Organization Profile.** Offeror shall supply all information requested below.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Bingham Equipment Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Present Firm was Established</td>
<td>1955</td>
</tr>
<tr>
<td>Principal Business Address</td>
<td>1655 S. Country Club Dr. Mesa, AZ 85210</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>480-969-5516</td>
</tr>
<tr>
<td>Other/Former Names under which your Organization has operated</td>
<td>Bobcat of Phoenix, Bingham Auto and Truck Parts</td>
</tr>
</tbody>
</table>

**CONTRACT REPRESENTATIVES TO CONTACT**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone Number</th>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Michael Clark</td>
<td>Governmental Sales Specialist</td>
<td>480-969-5516</td>
<td><a href="mailto:michael.clark@binghamequipment.com">michael.clark@binghamequipment.com</a></td>
</tr>
<tr>
<td>2 Blayne Spisbury</td>
<td>Vice President/Mesa Store Manager</td>
<td>480-969-5516</td>
<td><a href="mailto:blayne.spisbury@binghamequipment.com">blayne.spisbury@binghamequipment.com</a></td>
</tr>
</tbody>
</table>

**EXPERIENCE**

Provide three (3) organizations for which your firm provided services of similar size and scope within the past 3 years. Please make sure all information is accurate and easily verifiable.

<table>
<thead>
<tr>
<th>Client Company</th>
<th>Contact</th>
<th>Begin Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADOT</td>
<td>Jack Dreyer</td>
<td>2007</td>
<td>2012</td>
</tr>
<tr>
<td>Address</td>
<td>Phone Number</td>
<td>602-712-6506</td>
<td>Email Address</td>
</tr>
<tr>
<td>Services Provided</td>
<td>Equipment Sales, Service, Parts, Warranty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Phoenix</td>
<td>Ross Labadie</td>
<td>2007</td>
<td>2012</td>
</tr>
<tr>
<td>Address</td>
<td>Phone Number</td>
<td>602-262-4788</td>
<td>Email Address</td>
</tr>
<tr>
<td>Services Provided</td>
<td>Equipment Sales, Service, Parts, Warranty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Phone Number</td>
<td>602-542-6925</td>
<td>Email Address</td>
</tr>
<tr>
<td>Services Provided</td>
<td>Equipment Sales, Service, Parts, Warranty</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Prepare each item response below in the form of a brief written narrative demonstrating your ability to satisfy the Statement of Work and your organization’s ability to provide the various products sought under this solicitation. The response shall be contained in one document. The response shall clearly indicate the number of the questionnaire item below for which the narrative is addressing. Within the response to this item, the narrative shall at the minimum describe

**See: Attachment A- Questionnaire Qs 2-9**
2. **Capacity of Offeror:** Offerors shall provide shall a narrative that describes their ability to provide all services and/or supplies sought under this solicitation. Within the response to this item, the narrative shall at the minimum describe:

- The Offeror’s total organization, ownership structure and shall provide an organizational chart for their overall organization showing each entity within the organization.
- The respective duties and roles of all associated organizations that would support the State with percentages and areas of responsibilities allocated across all such organizations.
- The Offeror’s experience, including the number of years of experience acting as a prime contractor providing services similar to the services required in this solicitation.
- Disclose involvement in any legal proceedings, lawsuits or governmental regulatory actions, taken or pending, and any contractual demands for assurance regarding provision of similar services.
- The Offeror’s financial stability.

3. **Business Capacity:** Describe in detail your firm’s ability and capacity to perform under this statewide contract. The description shall at a minimum describe:

- Details on your firm’s ability and capacity to administer and manage multiple individual accounts
- Details on your firm’s inventory and transportation logistic ability to satisfy statewide delivery needs of multiple agencies
- Any minimum order requirements.

4. **Organization Capacity.** The response shall at a minimum include:

- Details describing their general organizational capacity. to support the State and its Customers under any resulting contract.
- Key Personnel - Offeror shall describe their Key Personnel that would support any resulting contract. Offerors shall provide evidence of their training relevant to their role under a resultant contract, experience and performance in supporting similar customers, with particular deference to other state and local government customers. The response shall indicate which of these individual(s) would have direct responsibility and control over any portion of work performed under a resulting contract and the percentage of total work performed under a this contract.
- Experience in Industry. Offeror shall describe their experience in the provision of products and services as stated in this RFP. This description shall supplement and further detail any information provided in item 1 above.

5. **Method of Approach:** Please provide a narrative response that describes your organization’s overall method of approach for providing the required products as stated in this solicitation. The response shall at a minimum;

- Clearly state your understanding of the Scope of Work and all requirements.
- Provide a description of an inter-organizational governance structure and communication process that will support a successful business relationship.
- Provide a description of how your organization tracks problem resolution responsiveness and end-user satisfaction in a quantifiable manner to ensure quality customer service.

6. **Authorized Service and Repair Facilities:** Provide the names, addresses, phone number and contact person of local Arizona authorized service and repair facilities for the equipment supplied as a result of this contract. If local service and repair facilities are not available, provide a list of available facilities with addresses, phone number and contact person and describe the process in place for service and repair of your products.
7. **Customer Service:** Offeror shall describe in general their organizational view of support to the State and its Customers under any resulting contract. The response shall at a minimum include:

- The provision of general help and ordering assistance service either through a toll-free phone number or a web-based support system.
- The names and certifications (if applicable) of the individuals that will be providing the operator and maintenance training and briefly describe any training processes currently in place and that will be implemented with the awarded contract in accordance with paragraph 5 of the Scope of Work.

8. **Dealer, Factory and Extended Warranties:** Detail all dealer, factory and extended warranties, beyond the 12 month required minimum warranty. Include a list of locations within Arizona from which warranty work will be administered and the process for the Eligible Agency to have warranty work done.

9. **Communication:** Describe the process for communication with the State regarding contract administration, including but not limited to, product changes, price changes and updated vendor information and general communications.
BUY AMERICA

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS

Certificate of Compliance with 49 U.S.C. 5323(j) (I)
The bidder or Offeror hereby certifies that it shall meet the requirements of 49 U.S.C. 5323(j) (I) and the applicable regulations in 49 CFR Part 661.

Signature: __________________________ Date __________
Printed Name: __________________________
Company: __________________________
Title: __________________________

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (I)
The bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (I), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or (j) (2) (D) and the regulations in 49 CFR 661.7.

Signature: __________________________ Date __________
Printed Name: __________________________
Company: __________________________
Title: __________________________

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

Certificate of Compliance with 49 U.S.C. 5323(j) (2) (C)
The bidder or Offeror hereby certifies that it shall comply with the requirements of 49 U.S.C. 5323(j) (2) (C) and the regulations at 49 CFR Part 661.

Signature: __________________________ Date __________
Printed Name: __________________________
Company: __________________________
Title: __________________________

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (2) (C)
The bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (2) (C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or (j) (2) (D) and the regulations in 49 CFR 661.7.

Signature: __________________________ Date __________
Printed Name: __________________________
Company: __________________________
Title: __________________________
CERTIFICATION OF COMPLIANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION: FEDERAL TRANSPORTATION ADMINISTRATION (FTA) BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. § 5323(c) and FTA implementing regulation at 49 CFR Part 665:

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation’s regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Signature: __________________________ Date __________
Printed Name: __________________________________________
Company: ______________________________________________
Title: _________________________________________________
APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment; or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, __________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official __________________________

Name and Title of Contractor’s Authorized Official __________________________

Date __________________________
GOVERNMENT DEBARMENT & SUSPENSION,
49CFR PART 29
Executive Order 12549

(1) The Offeror and/or any of its Principals

(a) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or its recipients;

(b) Have [ ] have not [ ] within a three year period preceding this offer, have been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining or, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; and

(c) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision 1 (a) (b) if this provision.

“Principals” for the purpose of this certification, means Offerors; Owners; Partners; and, Persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false fictitious or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(2) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) A Certification that any of the items in paragraph (1) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(4) Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(5) The certification in paragraph (1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Signature: ____________________________ Date __________
Printed Name: ____________________________
Company: ____________________________
Title: ____________________________
EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BINGHAM EQUIPMENT COMPANY

[Quotation]

See following page.
** QUOTE **

** EXPIRY DATE: 07/01/2018 **

<table>
<thead>
<tr>
<th>Description</th>
<th>Stock #:</th>
<th>Serial #:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 New Holland TS6.110 Cab Tractor</td>
<td>?</td>
<td>67622.76</td>
<td></td>
</tr>
<tr>
<td>C/2 (90 PTO HP)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TS6.110</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rated PTO HP - 90 A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rated Engine HP - 110</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rated Engine Speed - @ 2200 rpm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>274 cu. in. (4.5L) Displacement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Cylinders, Turbocharged</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intercooled Diesel Engine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-Pillar Exhaust with Integral Muffler</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAB MODEL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROPS protected, FOPS Certified, flat deck platform with heat and air</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>conditioning, tinted windshield, two</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LIGHTING: doors with locks, two external mirrors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 X0255XX Transmission 8F x 8R wPower Shuttle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 330066 10:1 Creeper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 390373 2WD Front HD Axle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 390331 Heavy-Duty Flanged Rear Axle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 8180522 10.00-16 In. 8PR R1 Front Tires For HD Axle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 8365440 18.4-34 In. 8PR R1 Rear Tires</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 391267 2 Deluxe Rear Remotes w/ Couplers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 330692 Reverse Alarm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>77700-04755 Radio, AM/FM/WB/AUX/USB/IPOD/SATCD/Bluetooth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>336923 Air suspension seat w/swivel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>With 15 degree swivel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>330642 Rear wiper/washer - CAB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>392295 Radio 392295</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>330692 Reverse Alarm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retail with Frt and Set up</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$72532.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** THANK YOU **

** SIGNED X **

If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

** STATEMENT CONCERNING WARRANTIES **

Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANTABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are sold “AS IS”.

** SIGNED X **
Customer
Equipment Delivery and Acceptance Check List

1) Limited Warranty: (if applicable) This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship. “Limited” means the warranty is for a specific period of time, and has certain other restrictions. I have received my equipment owner’s manual, have had the safe operation of the equipment explained, and understand it is my responsibility to fully read the operators manual.
   Initial: __________

2) Extended Warranty: This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship, for a specific period of time beyond the time period of any basic warranty. This promise may also be that offered by other than the manufacturer of the product. I have had the applicable equipment warranty (if any) explained and understand its conditions and limitations.
   I have been offered an Extended Warranty coverage, a copy of which offer is attached and I;
   Accept: _________
   Decline: _________

3) Property Damage Insurance: This product is the agreement between the named insured and a company providing this insurance in return for the payment of premium for each Notice of Insurance issued under authority of said insurers Master policy to provide coverage for the named insured and the retail purchaser or one involved in extended credit secured by the property described in the security instrument, for property described in the Declarations, subject to the Conditions and Exclusions the Notice of Insurance.
   I have been offered Property Damage Insurance coverage, a copy of which offer is attached and I;
   Accept: _________
   Decline: _________

4) Preventive Service Maintenance Agreement: This product is the agreement of Bingham Equipment Company to perform specific maintenance service functions as prescribed by the manufacturer’s periodic maintenance schedule on the property described in the attached agreement, in return for payment for the services. This agreement is “Limited” which means the agreement is for a specific period of time, and has certain other restrictions.
   I have been offered a Service Maintenance policy on the equipment, a copy of which offer is attached and I;
   Accept: _________
   Decline: _________

5) Revolving Credit Account: This product is the offer to establish a revolving account for the purpose of extending credit to me as the applicant, subject to the provisions of the revolving credit agreement of the lender.
   I have been offered either the CNH or Kubota Commercial Revolving account, and I;
   Accept: _________
   Decline: _________

6) Lo Jack: This product is a silent transmitter security devise which will be attached to a specific piece of equipment, which becomes activated by a routine stolen vehicle police report. Once the Lo Jack is activated the police can begin tracking and potentially recovering the stolen equipment.
   I have been offered this product, and I;
   Accept: _________
   Decline: _________

7) GPS: This product will enable online monitoring of equipment engine hours, equipment location and other reports for routine maintenance, usage and other security needs. The first 3 months of service are included with a website user name and password. At the end of the trial period the user will have the option to continue service at the agreed upon monthly rate or discontinue service.
   Accept: _________
   Decline: _________
SAME AS BELOW

Ship to:

Invoice to:
Town of Chino Valley
1982 Vosf Dr Box 201
Chino Valley AZ 86323

Branch
12 - Prescott Valley

Date
04/02/2018

Time
14:34:17 (O)

Page
2

Account No.
CHINO0003

Phone No.
9286367140

Quote No.
000033

Ship Via

Purchase Order

999

Salesperson
Stephen Eaton
493

Sales Quote

Description ** Q U O T E ** EXPIRY DATE: 07/01/2018 Amount

Stock #: ? Serial #: 32148.80
31804950026
Rotary - Extreme Service Extension Arm - Cab
34802964878
60" Rotary with Pan, Front and Rear Chain Guards
30002997415
Kubota M5-91/3M5-111 Cab/2&4wd Mount Kit
30002963045
Mounting Labor & Oil
***NOTE:
Upgrade to Breakaway Extension Arm: Add $3558.60

Stock #: ? Serial #: 4792.50
RCR2684 26 SERIES - 84" ROTARY CUTTER
- 01 Front Chain Guards (312-869A)
- 41 Rear Chain Guards (326-931A)
- 11 3 Point with Single 15" Laminated Tire
84": Cat. 2 Std. (QH Adaptable) or Cat. 3 Adaptable
All Welded Deck
Deck Height:
84" is 91/8"
Deck Thickness: 10 Gauge
Side Panels: 1/4"
Gearbox Rating: 130 HP
Gearbox: 540 RPM, 13/8" - 6 Spline
Gearbox Output Shaft: 2"
Driveline: Cat. 4 with
4 Plate Slip-Clutch
Stump Jumper: 60" - 3/16" x 24" Round
72" - 3/16" x 301/2" Round
84" - 3/16" x 24" x 38" Oval
Blades: Free Swinging High Suction
84"- 1/2" x 4" x 31"
Blade Bolt: Keyed with Hardened

SIGNED X

SIGNED X

The buyer represents that he owns the above trade-in equipment free and clear of any encumbrance except that indicated payable to:_________________________, in the amount of:_________________________.

SIGNED X

If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

STATEMENT CONCERNING WARRANTIES
Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS."
Customer
Equipment Delivery and Acceptance Check List

1) Limited Warranty: (if applicable) This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship. “Limited” means the warranty is for a specific period of time, and has certain other restrictions. I have received my equipment owner’s manual, have had the safe operation of the equipment explained, and understand it is my responsibility to fully read the operators manual.

Initial: __________

2) Extended Warranty: This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship, for a specific period of time beyond the time period of any basic warranty. This promise may also be that offered by other than the manufacturer of the product. I have had the applicable equipment warranty (if any) explained and understand its conditions and limitations.
I have been offered an Extended Warranty coverage, a copy of which offer is attached and I;

Accept: ________
Decline: ________

3) Property Damage Insurance: This product is the agreement between the named insured and a company providing this insurance in return for the payment of premium for each Notice of Insurance issued under authority of said insurers Master policy to provide coverage for the named insured and the retail purchaser or one involved in extended credit secured by the property described in the security instrument, for property described in the Declarations, subject to the Conditions and Exclusions the Notice of Insurance.
I have been offered Property Damage Insurance coverage, a copy of which offer is attached and I;

Accept: ________
Decline: ________

4) Preventive Service Maintenance Agreement: This product is the agreement of Bingham Equipment Company to perform specific maintenance service functions as prescribed by the manufacturer’s periodic maintenance schedule on the property described in the attached agreement, in return for payment for the services. This agreement is “Limited” which means the agreement is for a specific period of time, and has certain other restrictions.
I have been offered a Service Maintenance policy on the equipment, a copy of which offer is attached and I;

Accept: ________
Decline: ________

5) Revolving Credit Account: This product is the offer to establish a revolving account for the purpose of extending credit to me as the applicant, subject to the provisions of the revolving credit agreement of the lender.
I have been offered either the CNH or Kubota Commercial Revolving account, and I;

Accept: ________
Decline: ________

6) Lo Jack: This product is a silent transmitter security devise which will be attached to a specific piece of equipment, which becomes activated by a routine stolen vehicle police report. Once the Lo Jack is activated the police can begin tracking and potentially recovering the stolen equipment.
I have been offered this product, and I;

Accept: ________
Decline: ________

7) GPS: This product will enable online monitoring of equipment engine hours, equipment location and other reports for routine maintenance, usage and other security needs. The first 3 months of service are included with a website user name and password. At the end of the trial period the user will have the option to continue service at the agreed upon monthly rate or discontinue service.

Accept: ________
Decline: ________
Description: ** Q U O T E **  
EXPIRY DATE: 07/01/2018  
Amount:  

Flat Washer & Lock Nut  
Blade Tip Speed:  
84" - 14,369 fpm  
Tailwheel(s): 15" Laminated, with Cast  
Iron Hub, Tapered Roller Bearings  
Cutting Height: 2" - 12"  
Cutting Capacity: 3"  
Skids: Replaceable  

Sale Total: 104564.06  
Subtotal: 104564.06  
YAVAPAI COUNTY TAX/PRESCOTT VALLEY CITY: 9755.82  
Quote Total: 114319.88  

Authorization:  
"Pricing in accordance with Arizona State Contract #  
ADSP-016 035801"  
-  
All prices include freight set up and no charge delivery to customer.  
-  
**Thank you for the opportunity to provide this CONFIDENTIAL quote.  
Steve Eaton  
*Bingham Equipment-Cottonwood/ Prescott Valley  
*Kubota/ Bobcat / Land Pride  
Customer Sales Representative  
928-377-8038  
Stephen.Eaton@binghamequipment.com  

THANK YOU
Customer
Equipment Delivery and Acceptance Check List

1) Limited Warranty: (if applicable) This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship. “Limited” means the warranty is for a specific period of time, and has certain other restrictions. I have received my equipment owner’s manual, have had the safe operation of the equipment explained, and understand it is my responsibility to fully read the operators manual.
   Initial: __________

2) Extended Warranty: This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship, for a specific period of time beyond the time period of any basic warranty. This promise may also be that offered by other than the manufacturer of the product. I have had the applicable equipment warranty (if any) explained and understand its conditions and limitations.
   I have been offered an Extended Warranty coverage, a copy of which offer is attached and I;
   Accept: ________
   Decline: ________

3) Property Damage Insurance: This product is the agreement between the named insured and a company providing this insurance in return for the payment of premium for each Notice of Insurance issued under authority of said insurers Master policy to provide coverage for the named insured and the retail purchaser or one involved in extended credit secured by the property described in the security instrument, for property described in the Declarations, subject to the Conditions and Exclusions the Notice of Insurance.
   I have been offered Property Damage Insurance coverage, a copy of which offer is attached and I;
   Accept: ________
   Decline: ________

4) Preventive Service Maintenance Agreement: This product is the agreement of Bingham Equipment Company to perform specific maintenance service functions as prescribed by the manufacturer’s periodic maintenance schedule on the property described in the attached agreement, in return for payment for the services. This agreement is “Limited” which means the agreement is for a specific period of time, and has certain other restrictions.
   I have been offered a Service Maintenance policy on the equipment, a copy of which offer is attached and I;
   Accept: ________
   Decline: ________

5) Revolving Credit Account: This product is the offer to establish a revolving account for the purpose of extending credit to me as the applicant, subject to the provisions of the revolving credit agreement of the lender.
   I have been offered either the CNH or Kubota Commercial Revolving account, and I;
   Accept: ________
   Decline: ________

6) Lo Jack: This product is a silent transmitter security devise which will be attached to a specific piece of equipment, which becomes activated by a routine stolen vehicle police report. Once the Lo Jack is activated the police can begin tracking and potentially recovering the stolen equipment.
   I have been offered this product, and I;
   Accept: ________
   Decline: ________

7) GPS: This product will enable online monitoring of equipment engine hours, equipment location and other reports for routine maintenance, usage and other security needs. The first 3 months of service are included with a website user name and password. At the end of the trial period the user will have the option to continue service at the agreed upon monthly rate or discontinue service.
   Accept: ________
   Decline: ________